

CITY OF BEAVERTON

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION,
LOCAL 503, OPEU**

BEAVERTON LOCAL 198

COLLECTIVE BARGAINING AGREEMENT

JULY 1, 2015 – JUNE 30, 2018

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COLLECTIVE BARGAINING AGREEMENT

This Agreement is entered into by the Service Employees International Union, Local 503, hereinafter referred to as "Union," and the City of Beaverton hereinafter referred to as the "City," for the purpose of collective bargaining. It is the purpose of this document to set forth the full agreement between the above mentioned parties on matters relating to employment relations.

ARTICLE 1 - RECOGNITION

1.1 The City recognizes the Union as the sole and exclusive bargaining agent for all regular employees, who are not temporary, supervisory or confidential as defined in ORS 243.650, who are members of the bargaining unit by virtue of their membership in the classes shown in Appendix A. For the purpose of this Agreement, a regular employee shall be an employee who works a regularly scheduled week of twenty (20) hours or more. All reference to employees in this Agreement shall be constituted to mean regular employees and not temporary, or part-time (less than twenty hours per week). No position shall be filled on a temporary basis for more than 1040 hours without agreement of the Union.

1.2 The City also recognizes the Union as the sole and exclusive bargaining agent for temporary employees as defined in the Letter of Agreement – Temporary Employees, signed August 27, 2012. Seasonal employees are subject to only the articles of the Collective Bargaining Agreement specified in the Letter of Agreement.

1.3 This Agreement shall be applied equally to all employees represented by the Union without discrimination as to age, sex, marital status, race, color, creed, mental or physical disability, religion, national origin, familial status, sexual orientation, gender identity or source of income. The Union shall share equally with the City the responsibility for applying the provisions of this paragraph.

1.4 The City shall notify the Union of its decision to change or add any new classifications. Such notification shall occur at least thirty (30) days prior to the date the change is to take effect. (ORS 243.698) If the City and Union cannot agree whether a position is supervisory or confidential or if a new classification should be included in the bargaining unit the matter shall be submitted to the Employment Relations Board.

ARTICLE 2 – MANAGEMENT RIGHTS

The Union recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible Department Heads. The Union further recognizes and agrees that in order to fulfill this responsibility, the City shall retain the exclusive right to exercise the regular and customary functions of management including but not limited to directing the activities of departments; determining standards and levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, lay off, transfer and promote, including the determination of procedures and standards thereof; to discipline and to discharge probationary employees for any cause and without limitation and non-probationary employees for just cause; to determine work schedules and assign work and to exercise any other right not specifically abridged by this Agreement.

Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of the Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement are not subject to the grievance procedure specified in Article 27, Grievance Procedure. It is further agreed that the City retains all rights, powers and privileges not expressly specified in this section and not in conflict with ORS 243.650 to 243.782.

ARTICLE 3 – EMPLOYEE RIGHTS AND CONDUCT OF UNION BUSINESS

3.1 It is agreed that employees represented by the Union shall have the right to form, join and participate in the activities of any employee organization of their own choosing for the purpose of representation on matters of employee relations. Employees shall have the right to refuse to join or participate in the activities of any employee organization. Except as provided in Article 6, Peaceful Performance of City Services, of this Agreement, no employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by the Union because of the employee's exercise of these rights.

3.2 Reasonable time off without loss of pay and access to employee work locations shall be granted to an officer of the Union or its officially designated representative, for the purpose of processing grievances through the arbitration steps. The Union officer or representative shall notify their supervisor as much in advance as possible when such reasonable time off will occur during work hours. Processing grievances is limited to meetings with the grievant, meetings with the City or attendance at arbitration proceedings. Such officer or representative shall not hold Union meetings in any work location without informing the Department Head. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements. Solicitation of membership and activities concerned with the internal management of the Union, such as collecting dues, holding membership meetings, campaigning for office, conducting elections and/or distributing literature, shall not be conducted during regular City working hours. Union representatives shall have access to employee work locations to discuss union business in a discreet location during non-work time.

3.3 Use of the City E-Mail System

(a) The parties recognize that the City e-mail system, and all portions thereof, is at all times the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. In general, all such communications are subject to disclosure. The City will not assert any exceptions or exemptions from disclosure as to public records that happen to contain messages relating to Union activity by City employees. The parties recognize that the City may review all City e-mails in the City system at any time.

(b) Union officers and/or representatives may use the City's e-mail system to conduct Union business for the limited purposes of:

1. Notifying Union members of meetings and scheduling meetings (date, time, place and agenda);
2. Scheduling meetings among Union officers and/or representatives (date, time, place and agenda); and/or

3. Filing official correspondence with the City (e.g. grievance documents, demand to bargain notices). Such e-mail communications may only be prepared and sent during non-work time, which is limited to before and after work, and during meal breaks. Union members may communicate with each other and union officials about Union business as long as such use is "de minimus," does not relatively impact employee productivity, and conforms with the applicable provisions of the Employee Handbook.

(c) Because the parties recognize that misuse of the City e-mail system is considered a serious violation of policy, the parties agree that any violation of this limited exception for use of the City e-mail system shall be subject to appropriate serious disciplinary action, up to and including termination of employment.

3.4 The negotiating team of the Union, to be comprised of not more than four (4) employees, shall be permitted to attend negotiation meetings with the City representatives without loss of pay relative to securing agreement renewal. The Union officer or representative shall notify the supervisor as much in advance as possible when such time off will occur during work hours. The date, time and place for negotiating sessions shall be established by mutual agreement between the parties. Upon request, the City shall allow up to one hour for the purpose of preparing for such meetings.

3.5 The Union shall notify the City of designated officers and stewards.

3.6 A Union steward or officer shall be allowed up to fifteen (15) minutes during an SEIU employee's new hire orientation to provide a Union orientation.

ARTICLE 4 – UNION SECURITY

4.1 All employees covered by the terms and conditions of this Agreement shall become members of the Union or make payments in lieu of dues (fair share payments) to the Union. The City shall notify all newly hired employees of this requirement at the time of employment.

4.2 Bargaining unit members who exercise their right of non-association, only when based on a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, shall pay an amount of money equivalent to regular monthly Union dues to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. Such payment shall be remitted to that charity by the employee and this fact certified by the employee to the City within fifteen (15) calendar days of the time dues or fair share payments would have been taken out of the employee's paycheck. The City shall, within fifteen (15) calendar days of its receipt, send a copy of such certification to the Union. If an employee fails to provide certification to the City by the 15th day, the City shall resume dues or fair share deductions until such notice is provided.

4.3 Fair share payments shall be deducted from the wages of non-member employees in accordance with ORS 243.672(1)(c). The aggregate deductions of all fair share payers shall be remitted together with an itemized statement to the Union no later than the 10th of the month following the month for which the deductions were made.

4.4 Upon written, electronic or recorded oral request from an employee, monthly Union dues plus any additional voluntary Union deductions shall be deducted from the employee's paycheck and remitted to the Union. All applications or cancellations of membership shall be submitted by the employee to the Union. Any written applications for Union membership and/or authorizations for Union dues and/or other deductions or dues cancellations which the City receives shall be promptly forwarded to the Union. The Union will maintain the written, electronic and recorded oral authorization records and will provide copies to the Employer upon request. For all membership applications submitted by the Union to the City on or before the 10th of the month, dues deductions shall be made for the month in which the application is submitted.

4.5 The aggregate deductions of all employees together with an itemized statement shall be remitted to the Union no later than the 15th day of the month following the month for which the deductions were made. The itemized listing of Union members shall reflect employee terminations, retirements, cancellations, leave without pay, return from leave without pay, new members, salary changes, name changes, or any other personnel action which would affect the amount of dues withheld. The itemized listing shall also include employee ID number, citizen action fund amounts, hire date, department and classification.

4.6 The City agrees to automatically adjust the dues amount (or fair share payment) for employees whose salaries increase or decrease during the term of this Agreement. No dues will be collected, via the City's regular deduction process or in arrears, from employees on an approved extended leave of absence who are in unpaid status.

4.7 The Union shall indemnify and hold the City harmless against any and all claims, damages, suits or other forms of liability which may arise out of any action taken or not taken by the City for the purpose of complying with the provisions of this Article.

4.8 Only the Union may file grievances over this Article.

ARTICLE 5 – EXISTING CONDITIONS

All existing employee rights and benefits established by past practice, which are mandatory subjects of bargaining, shall remain unchanged during the life of this Agreement. For the purposes of this Section, past practices are those that are long continued, well understood and mutually concurred by the parties.

ARTICLE 6 – PEACEFUL PERFORMANCE OF CITY SERVICES

6.1 The Union and its members and all employees covered by this Agreement, individually and collectively, agree that during the term of this Agreement, they shall not strike, slowdown, or recognize any picket line while in the performance of official duties. For purposes of this Section, "strike" means an employee's refusal in concerted action with others to report for duty, or willful absence from the position, or stoppage of work, or the absence in whole or in part from the full, faithful or proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

6.2 In the event of a violation of this Article by the Union or employees in the bargaining unit, the City may discipline for such cause, including discharge of any employee involved in such activity either on a uniform or selective basis. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

6.3 There will be no lock out of employees in the unit by the City as a consequence of any dispute relating to the provisions of this Agreement.

ARTICLE 7 – SENIORITY

For the purposes of this Agreement, seniority shall be defined as an employee's length of continuous service as a regular employee with the City from the last date of hire, less any adjustments due to leaves of absence without pay for more than sixty (60) days. Ties in seniority shall be broken by date of application. If a tie still exists, it shall be broken by lot.

ARTICLE 8 – PROBATIONARY PERIODS

8.1 Every newly hired employee shall serve a probationary period of six (6) months to enable departmental supervisors to observe and evaluate the work of the employee and to encourage adjustment to the job and to the service of the City. Absences of more than one full pay period will extend the probationary period by the length of the absence. This applies to both new employees and promoted or transferring employees. During the initial probationary period, employees shall be members of the bargaining unit in the classes shown in Appendix A. However, employees in their initial probationary period will not be subject to Articles 7, 9, 10, 11, 20, or 31 of this agreement. Such probationary employees shall serve at the pleasure of the City, and dismissal of a newly hired probationary employee will not be subject to review under the exclusive procedures of Article 27, Grievance Procedure, of this Agreement.

8.2 (a) Employees promoted or transferred to a different classification within SEIU will serve a ninety (90) day probationary period in the new position. During the first twenty-one (21) days the employee may elect to return to the previous position and rate of pay without penalty. If the City determines that the employee is unable to perform the duties of the new position, the employee shall be returned to the previous SEIU position and rate of pay, without penalty and without recourse to the grievance procedure as to the basis for the decision. An employee whom the City proposes to return to the previous SEIU position shall receive a minimum of thirty (30) days' notice of the problem(s) in order to allow time to make the necessary improvements. An employee who has passed his/or her initial probationary period as described in Article 8.1 of this agreement will be subject to all articles of this agreement during his/her probationary period in the new position.

(b) After an employee has completed the probationary period in the new position, the employee will be considered regularly assigned to the new position. Any employee promoted to a new or different position will receive such promotion subject to the conditions and effect of this provision.

(c) Employees who replace the promoted employee and are displaced by the employee's return

to the former SEIU position shall have the right to return to their former SEIU position, if applicable, and previous rate of pay without penalty.

8.3 Probationary periods may be extended by mutual agreement between the City and the Union.

ARTICLE 9 – ON-THE-JOB TRAINING/WORK OUT OF CLASSIFICATION

9.1 On-the-Job Training

In an effort to encourage and provide on-the-job training to its employees and to further advancement opportunities, the City agrees to the following principles and practices:

(a) Whenever an employee is temporarily absent from work and the position needs to be filled during that absence, the City will attempt to utilize other qualified employees in the department involved to fill in for the absent employee to the extent deemed by the City to be practical and efficient at the time.

(b) In non-absence situations, the City will provide reasonable on-the-job training opportunities both within and between departments as determined by the City to be consistent with efficiency and practicality.

(c) An employee performing duties out of classification for training or developmental purposes shall be informed in writing, and it shall be mutually agreed to by the supervisor and the employee. The notice shall state the purpose and length of the assignment. During the training, there shall be no extra pay for the work. A copy of the notice shall be placed in the employee's personnel file.

(d) At the supervisor's discretion, employees attending non-required training outside regular workday hours may be allowed to flex their schedule or be paid straight time pay or straight time compensatory time.

9.2 Working Out of Classification

(a) Employees shall be eligible for working-out-of-classification pay when assigned in writing to perform one or more of the key duties of a position at a higher-level classification after qualifying. Key duties of a higher-level classification must include one or more of the key duties that distinguish the higher-level classification from the lower-level classification.

(b) When assigned working out of classification, employees shall be paid at the top step of the higher range or have their base salary increased by ten percent (10%), whichever is less, for all hours worked after the qualifying period. The City will assign working out of class in writing, and employees will receive a minimum of four (4) hour blocks of time paid at the working-out-of-class rate. PTO leave and holidays shall be paid at the higher rate for working-out-of-class assignments of fifteen (15) consecutive workdays or longer.

(c) An employee may become qualified to receive working-out-of-class pay by being assigned

by the supervisor in writing to work a period of 120 consecutive or non-consecutive hours in the higher-level classification.

(d) Once an employee has qualified to receive working-out-of-class pay for a specific higher-level classification, the employee will not be required to work another qualifying period in order to receive working-out-of-class pay for that higher-level classification.

9.3 Underfilling Positions

An employee who is underfilling a position shall be informed in writing that the employee is an underfill, the reasons for the underfill, and the requirements necessary for the employee to qualify for reclassification to the allocated level. Upon gaining regular status and meeting the requirements for the allocated level of the position, the employee shall be reclassified.

9.4 Developmental Training

The goal of the City and SEIU is to provide an opportunity for developmental training for employees. The intent is to assist an employee in a plan to help meet minimum qualifications of a selected position in an effort to prepare an employee for future employment opportunities with the City, such as promotions and transfers, or in the case of layoffs, "bumping." Employees are encouraged to initiate discussions with their supervisors regarding their own developmental training. Supervisors will work with the employee to develop a plan to assist the employee in attaining their developmental training needs.

ARTICLE 10 – EDUCATIONAL OPPORTUNITIES

10.1 The City will reimburse an employee up to one hundred percent (100%) of the cost of instructional fees, lab fees and required books for courses at accredited institutions conducted outside the employee's regular working hours. The maximum annual allowance per employee is \$5,250, the ceiling that the Federal government allows for tuition benefit expenditures to be exempted from withholding tax. Fees other than those listed will not be reimbursable.

For one hundred and two hundred (100 and 200) level courses, the maximum reimbursement shall be equivalent to the credit-hour rate for comparable coursework at Portland Community College. For three hundred (300) level courses and above, the maximum reimbursement shall be equivalent to the credit-hour rate for undergraduate coursework at Portland State University. Graduate level courses shall be reimbursed at the same undergraduate rate as three hundred (300) level courses and above.

Employees utilizing educational assistance are encouraged to consider completing school research assignments, capstone projects, etc. in areas that may relate to the work of the city while benefitting the employee. This is not a requirement, and time spent completing such assignments would not be considered part of an employee's work time.

Reimbursement will be made to the employee provided that the employee has completed one year of service with the City; the course is directly related to the employee's present job or a future potential job with the City in a mutually agreed upon career path identified in their career development plan, as referenced in Article 9.4; the employee has made application for tuition reimbursement prior to the

registration deadline for the course; and the employee submits evidence showing satisfactory completion of the course. The reimbursement shall not be made if the employee is receiving tuition reimbursement from any other source.

Employees who resign within six (6) months of submitting all of the required paperwork for educational reimbursement will be required to repay the City for the amount paid in reimbursement. As a condition of receiving educational reimbursement, the employee must authorize the payroll deduction to effect the repayment. Circumstances such as change of location due to a spouse's employment, a death in the family or similar compassionate reasons will relieve the obligation for the individual to repay.

Part-time employees shall receive a reimbursement equal to the proportion of the part-time work to full-time work. An employee's career path may be one outside his/her present department, classification or job area.

10.2 Educational courses which are only offered during regular working hours may be approved by the Department Head, provided time off can be conveniently arranged and arrangements can be made to make up time off in the same week. The City shall incur no overtime obligation as a result of the make-up time.

10.3 Should the City require an employee to attend any class, the City will pay for one hundred percent (100%) of the cost of tuition, fees and books for the class.

ARTICLE 11- HOURS OF WORK

11.1 The City shall establish work schedules according to its operational requirements. The City has sole responsibility for determining if its operational needs are met. A regular work schedule is a work schedule with the same daily starting and stopping times and the same number of hours per day up to an eight (8) hour, five (5) day schedule. The City may, after a thirty (30) day notice, reduce operating hours in any City department to four (4) days per week wherein a regular work schedule would have the same daily starting and stopping times and the same number of hours per day up to a ten (10) hour, four (4) day schedule. For the purposes of this Section, the following definitions of variable work schedules shall apply:

(a) A 4-10 work schedule is a work schedule with the same starting and stopping times for employees on four (4) ten (10) hour days.

(b) A 9-hour work schedule is a work schedule of nine (9) hours for four (4) consecutive days followed by an eight (8) hour day. The designated eight (8) hour day is a day off every other week. The work week for this schedule shall begin in the middle of the eight (8) hour shift for overtime reporting purposes.

(c) A flextime work schedule is a work schedule which varies the number of hours worked on a daily basis, but not necessarily each day; or a work schedule in which starting and stopping times vary on a daily basis, but not necessarily each day, but does not exceed forty (40) hours in a week and is agreed upon in advance by the employee and the supervisor or Department Head.

(d) A flexible work schedule is one in which an employee works a schedule that does not vary

from day to day but with different starting, stopping or meal times than other employees.

(e) "Job sharing position" means a full time position which is held by more than one (1) individual on a shared time basis whereby each of the individuals holding the position works less than full time. Job sharing is a voluntary program. In a job shared position only, wages and benefits shall be prorated such that the cost to the City does not exceed that of a single, full-time employee. In a job share arrangement which results in less than a twenty (20) hours per week schedule, employees are not eligible for medical, dental, life, long term disability, or accidental death and dismemberment insurance. Employees shall not forfeit representation rights granted by this Agreement if a job share arrangement results in a work schedule of fewer than twenty (20) hours per week.

11.2 Application Procedure

(a) An employee may apply in writing for authorization to work a variable schedule. The employee's application must show the following criteria can still be met before his/her application can be approved:

1. That his/her requested schedule will not interfere with his/her ability and availability to perform the job, or that of other employees;
2. That the operational needs of the City are met;
3. That the needs of the public are adequately served;
4. That the same number of hours per week are maintained.

(b) If these criteria are met, the City shall grant the requested schedule or a mutually agreeable alternative. Requests for variable work schedules shall be considered in order of application. If more than one employee makes application for a variable work schedule on the same day and both requests cannot be accommodated, preference shall be given to the employee with the most seniority.

(c) Nothing in Article 11 requires the City to establish a variable work schedule if the schedule will not meet operational needs as determined by the City or provide adequate service to the public as determined by the City.

(d) If a variable work schedule is requested and not approved, the supervisor or Department Head will provide the employee with the justification, including any documentation, for its being denied. Such justification will be provided in writing at the written request of the employee.

11.3 No provision in this Agreement shall be construed as establishing or inferring a guarantee of any hours of work or compensation per day or week.

11.4 When the City determines that an existing variable work schedule no longer meets the criteria defined in Section 2(a) above, the City shall provide justification to support a change in work hours and provide the employee fourteen (14) days' notice and the parties shall endeavor to develop a mutually agreeable alternative variable work schedule.

11.5 No Section of this Agreement shall be construed as requiring pay for time not worked unless specifically granted by this Agreement.

11.6 If an employee is hired into a job with a regular or variable schedule, the City agrees not to arbitrarily change the employee's schedule. Except in the event of an emergency, the City shall provide at least fourteen (14) days' notice of an involuntary schedule change. "Emergency" is defined as a situation beyond the reasonable control of the City which cannot be anticipated. Changes in schedules will not be made for the sole purpose of avoiding overtime. The parties recognize that schedules may occasionally be changed to accommodate operating needs which might also avoid overtime costs.

11.7 Failure to comply with the notice requirements set forth in Section 11.6 shall make the affected employee eligible for pay at the rate of one-and-one-half (1½) times the employee's regular rate of pay for the hours worked before or after the regular starting and stopping times in the former work schedule not to exceed (10) hours pay at one and one half (1½) times.

11.8 The City will provide meal and break periods in compliance with Oregon Wage and Hour law.

The parties further agree that, under certain circumstances, an employee may deviate from the meal and break period rules referenced above. As an example, an employee might request approval to combine a break with a meal period or to combine two breaks into one (1) half hour break. As another example, an employee may request approval to work through lunch to accommodate a customer and shorten the work day by the amount of time that would have been allowed for the normal meal period.

Such deviations may be made on an exception basis and require mutual agreement of both the employee and the employee's manager. Under no circumstances will an employee be deprived of the sum total of two (2) fifteen minute breaks and at least one (1) half hour, off-the-clock meal break.

ARTICLE 12 – OVERTIME

12.1 All employees not considered exempt by the Fair Labor Standards Act (FLSA) shall be compensated at the rate of time and one-half for all work performed in excess of forty (40) hours in any workweek. Except in the event of an emergency, all overtime must have the prior approval of a supervisor. Employee schedule changes for the purpose of reducing overtime will not be made without two weeks' notice. For the purpose of overtime, time worked shall be interpreted in accordance with the Fair Labor Standards Act except that bereavement, holidays and compensatory time used for an absence shall be considered time worked. PTO leave used will be considered time worked unless it is used for an absence due to doctor or dentist appointment or personal or family illness or injury.

12.2 Employees will be compensated at the rate of double time and one-half for all hours worked after sixteen (16).

12.3 All overtime pay shall be computed to the nearest quarter hour.

12.4 Except in instances considered by a Department Head or supervisor to be an emergency or when the overtime work involved is on an extended shift basis, scheduled overtime will be distributed as equitably as practical among employees within the job classifications in the department involved, so long as the employees are, in the judgment of the Department Head and/or supervisor, qualified to perform the work.

12.5 Any employee who has completed the workday and upon completion of said day is called back to work earlier than two (2) hours before the start of the next normal shift will receive a minimum of two (2) hours pay at time and one-half the regular rate of pay. In the event such call-in occurs less than two (2) hours prior to the start of the employee's next normally scheduled shift, the employee shall receive overtime pay until the start of the regular shift, at which time the employee will begin receiving compensation at the regular straight time rate.

12.6 Compensation for overtime shall be made in the first payroll check following the pay period during which it is worked and a record of overtime accrued shall be maintained and be available to employees for inspection upon request. Overtime compensation may be in the form of cash or equivalent compensatory time off at the employee's option for the first sixty (60) hours earned each fiscal year, unless the accrued compensatory time off would exceed the maximum one hundred (100) hours allowed for compensatory time accrual. For any overtime hours earned over the first sixty (60) hours in a fiscal year, overtime compensation may be in the form of cash or equivalent compensatory time off at the City's option. Compensatory time off may be taken by mutual consent or as scheduled by the supervisor consistent with the needs of the department. Accrual of compensatory time shall not exceed one hundred (100) hours at any time. Compensatory time accrued for standby time is included in these accrual limitations. Additional overtime hours in excess of the one hundred (100) hour limit shall be paid in the first payroll check following the pay period during which it is earned.

Employees will receive payment for accumulated compensatory time that does not exceed the one hundred (100) hour maximum in the payroll period following a written request to their supervisor for such payments subject to budgetary limitations.

12.7 Standby Time

(a) Standby time is defined as any time an employee is required to carry a pager unit for the purposes of being called to duty while off duty. Generally, one employee from each crew will be required to carry a pager unit for a period not to exceed one calendar week at a time.

(b) Compensation for one calendar week of standby will be ten (10) hours of compensatory time.

(c) If a holiday occurs on Monday through Friday and standby duty is not assigned on a week basis, the compensation shall be 3.75 hours for the three shifts of the holiday. If standby duty is assigned on a week basis, the maximum accrual for the week shall be ten (10) hours compensatory time.

(d) Employees may trade standby duty assignments with the approval of the supervisor, but the maximum compensation shall remain ten (10) hours per week to be shared by the employees who trade or share the assignment.

(e) Employees who volunteer will be used for standby duty to the extent possible. The City reserves the sole right to determine eligibility for assignment to standby duty.

(f) The compensatory time allocated for standby time is intended to cover all time spent on the phone responding to requests for service and directing employees to provide service. No overtime shall be paid unless the employee is required to return to work.

12.8 Management may elect to use alternate methods of accomplishing standby duty such as contracting out, alternate work schedules, or using non-union employees. Management will meet with the Union prior to taking action in this regard.

12.9 All employees shall be entitled to payment for unused compensatory time upon separation from City service.

12.10 The workweek is defined as the fixed and regularly recurring period of 168 hours during seven (7) consecutive twenty-four (24) hour periods. The workday is the twenty-four (24) hour period commencing at the start of the employee's assigned shift and shall remain fixed at that period for the whole of the workweek, except for flexible work schedules.

12.11 Employees called back to work before or after their work shift, or on their day off, shall receive portal-to-portal pay up to a maximum of forty (40) minutes.

ARTICLE 13 – HOLIDAYS

13.1 The City of Beaverton shall observe the following paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.	Day Veterans Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas

13.2 To be eligible for holiday pay, the employee must be in paid status the scheduled workday before and after the holiday unless the employee was not in paid status due to inclement weather. If a holiday falls on a Saturday, it will be observed on the previous Friday; if it falls on a Sunday, it will be observed on the following Monday.

The Library will observe the holiday on the actual day if it falls on Saturday or Sunday. Full-time employees will receive eight (8) hours pay for the holiday regardless of their work schedule. Holiday benefits for part-time employees shall be pro-rated based upon the budgeted FTE of the position, e.g. a half-time employee will receive four (4) hours.

13.3 Full-time employees whose day off is the same day as the holiday may take an alternate day off within the same pay period, take straight time compensatory time or be paid in cash. Payment in cash shall not result in overtime pay.

13.4 At their option, full-time employees working a variable schedule or part-time employees may use accrued PTO leave, compensatory time or modify their work schedule if there is work available to assure that the employee is paid his/her normal salary during a pay period in which a holiday occurs.

13.5 An employee who is required to work on any of the holidays listed above shall, in addition to any holiday pay for which the employee may be eligible, be compensated at the following rates for all hours worked prior to being released from work:

- (a) Up to sixteen (16) hours (minimum guarantee of two hours work) – Double time;
- (b) After sixteen (16) hours – Triple time.

When holiday work also constitutes overtime, the holiday rate shall be paid and shall not be added to or compounded upon the overtime rate.

ARTICLE 14 – PAID TIME OFF (PTO) LEAVE

14.1 Paid time off (PTO) leave is provided by the City in order to maintain the employee's salary while unable to work due to illness or injury (for up to the first twenty-four consecutive work hours) and so that the employee is able to take approved vacation from work and be paid, subject to the employee's available balance. All regular employees and all probationary employees (after thirty days of employment) are allowed to use accrued PTO leave. Employees shall accrue PTO leave based upon paid regular hours. PTO leave shall accrue at the following rates for full time employees based upon years of service, as determined by the adjusted date of hire.

<u>Length of Service</u>	<u>Hours Accrued Per 80 Hour Pay Period</u>
0 through 6 months	2.46
7 months through 5 years	6.1538
6 through 10 years	7.6923
11 through 15 years	8.6154
16 through 20 years	9.5385
21 through 25 years	10.4615
Over 25 years*	11.3846*

**To be effective no later than the first pay period of September 2015.*

14.2 Full-time employees will be credited with forty-eight (48) hours of PTO leave when they have completed their initial probationary period.

14.3 PTO leave benefits for regular part-time employees (twenty hours per week or more) shall be accrued on a pro-rata basis based upon paid hours.

14.4 Use of Leave for Scheduled Absences

(a) Subject to staffing requirements of the City, use of PTO leave shall be scheduled in advance at the request of the employee.

(b) Preference in scheduling PTO leave shall be by seniority. An employee has the right to exercise their seniority selection once each calendar year up to sixty (60) calendar days in advance of the dates they wish to schedule their vacation.

14.5 Use of Leave for Unscheduled Absences

The employee will use PTO or compensatory leave for the first twenty-four (24) consecutive work hours of any absence due to illness or injury. The twenty-four (24) hour requirement for part time employees shall be pro-rated based on scheduled hours. If the employee does not have an adequate balance of PTO to cover the first twenty-four (24) consecutive hours, or the pro-rated equivalent for part-time employees, the employee will enter leave-without-pay status until they reach this requirement and can access available medical leave.

(b) An employee who has complied with the provisions of 14.5(a) may charge accrued Medical Leave for any remaining consecutive work hours missed due to the same illness or injury. At the employee's request, the twenty-four (24) consecutive hour requirement to access Medical leave shall be waived when the employee is on approved FMLA and/or OFLA and:

1. FMLA and/or OFLA leave is intermittent, (starting with the date of application); or
2. The employee has been off work at least fourteen (14) calendar days starting with the first day of absence from work, and the employee provides supporting documentation.

(c) Employees may use PTO or compensatory leave when there is an illness in their family when the presence of the employee is required to care for the ill relative. For the purposes of this section, members of an employee's family shall mean: spouse or domestic partner, parent (including in loco parentis), step-parent, children, step-children, brother, sister, mother-in-law, father-in-law, grandchildren, grandparents and other family members if the other family member resides with the employee.

(d) Accumulated PTO leave shall be payable at the employee's regular straight time rate in an amount equal to the time the employee would have worked in either a regular or variable schedule, whichever is applicable. Employees may utilize their allowance for PTO leave whenever they are unable to perform their work duties by reason of their illness, injury or doctor and dental appointments.

(e) In the event an employee is to be absent from work because of sickness or injury, the employee shall notify the Department Head or supervisor as soon as possible of the absence and the expected length thereof. Unless otherwise provided by law, notice should be given no later than 30 minutes before the scheduled work shift.

(f) A physician's statement of the need for the employee's absence, and the estimated duration of the absence, may be required at the option of the City for absences due to sickness or injury. The physician's statement, if required, shall be paid for by the City in the event the employee's health insurance does not cover the cost.

(g) Employees are encouraged to make routine medical appointments outside of regular work hours or to make up the time so that PTO leave accrual bank is not affected. If possible, employees will be permitted to make up some or all of the time required for routine medical appointments. The absence must

be made up within the pay week during which the appointment occurred. Requests to make up time shall not be unreasonably denied.

14.6 Use with Workers' Compensation Benefits

(a) In the case of on-the-job injuries covered by Workers' Compensation, the City shall make time-loss payments, through salary continuation, to the employee as required by ORS 656. During the ninety (90) day period from the date of injury any required time-loss shall be paid to the employee in their regular paycheck as salary continuation. Following this ninety (90) day period the employee shall receive time-loss payments from the City's carrier and shall be required to report to the Payroll Section of the City in writing the amount of any time-loss check and the period for which it represents payment. The employee may first use Medical Leave, then compensatory time, then PTO to make up the difference between the amount received for Workers' Compensation time-loss and the employee's regular net salary.

(b) Any salary continuation paid after the employee is found to be medically stationary shall be recoverable in the same fashion as overpaid temporary disability is recovered pursuant to ORS 656.268(13). The City shall have the same rights of recovery against third persons as outlined in ORS 656.576 – ORS 656.596.

14.7 Payment for Accrued PTO Leave

(a) An employee may elect to be paid for accumulated PTO leave according to the following criteria and conditions:

(1) The employee must have 120 hours of accrued PTO leave. The 120 hours shall be pro-rated based on part-time status (for example, a .5 FTE must have 60 hours of accrued PTO leave).

(2) The employee must be scheduled to take an amount of PTO leave equal to that cashed out within thirty (30) days of the receipt of the payment.

(3) The maximum that can be converted to cash is one-third of the accumulated balance but in no event more than eighty (80) hours (pro-rated for part-time employees) in any fiscal year.

(4) The following examples are offered for illustration (examples relate to a full time employee):

	Ex A	Ex B	Ex C
Accrued Hours (min. 120)	96	168	240
Allowable Cash In (1/3)	none	56	80
Must Take = Amt of PTO	N/A	56	80

14.8 Maximum PTO Leave Accrual. Employees shall be allowed to accumulate accrued PTO leave up to a maximum of two times (2.0) the annual accrual rate; e.g. an employee earning 200 hours per year may accumulate up to 400 hours of PTO leave. Employees shall be expected to schedule vacations as necessary to maintain a balance within the above limitations. When the staffing requirements of the City do not permit the scheduling of a vacation in order to reduce the balance, accruals beyond the maximum will

be granted for a maximum of ninety (90) days following the date on which the maximum accumulation was reached. Department Head approval is required before the employee may exceed the maximum accrual as covered in this paragraph.

14.9 Payment at Separation. All regular employees shall be entitled to payment for unused PTO leave upon separation from City service. In the event of a death, the employee's heirs will be entitled to payment for unused PTO leave.

ARTICLE 15 – INSURANCE

15.1 Life and AD&D Insurance. The City shall provide each employee with a paid \$50,000 group term life insurance policy plus \$81,000 of accidental death and dismemberment coverage and will pay one hundred percent (100%) of the premium.

15.2 Disability Insurance. The City shall provide each employee with a paid disability insurance policy. The policy shall provide a maximum of 66 2/3% of the first \$4,500 of the employee's monthly base salary after ninety (90) days of disability and will pay one hundred percent (100%) of the premium.

15.3 Health and Dental Insurance. The City will provide each employee the following health insurance programs and a paid group dental insurance plan.

A. Health and Vision Coverage:

Years one and two of the contract: Effective July 1, 2015, through June 30, 2017, the City shall retain a P250 plan substantially equivalent to the plan in effect on January 1, 2015 (see Appendix G) as well as the Kaiser HMO plan in effect on January 1, 2015. The vision allowance for the P250 plan will be increased to \$300 per calendar year. The annual HMO vision allowance for hardware will increase to \$300.

Premium Cost Sharing July 1, 2015, through June 30, 2017:

P250 Plan: The City's maximum aggregate monthly contribution for medical insurance (health and vision) will be 95% of the monthly premium for the PPO plan tier selected by the employee. The employee will pay the remaining monthly premium through payroll deduction.

Kaiser HMO Plan: The City will pay one hundred percent (100%) of the premium for the Kaiser HMO plan tiers.

Effective July 1, 2003, the City shall pro-rate its premium contribution based on budgeted FTE for an employee hired into a part-time position or when an employee voluntarily reduces budgeted hours.

Effective July 1, 2015, through June 30, 2016, the City will pro-rate its premium contribution based on budgeted FTE for part-time employees, who are 0.5 FTE to 0.75 FTE. This applies to current employees, employees newly hired, and employees who voluntarily reduce their budgeted hours (who do not have grandfathered status). Part-time employees will pay a pro-rated portion of \$375 per month, which is a reduced Kaiser employee-only premium. For example, a 20 hour/week (0.5 FTE) employee with Kaiser employee-only coverage will pay \$187.50 per month. If the Kaiser HMO plan has a renewal rate

increase for the second year of the Agreement (July 1, 2016, through June 30, 2017), the reduced Kaiser employee-only premium will be adjusted to reflect the percentage of the rate increase. For example, if the Kaiser HMO plan has a renewal rate increase of 5% going into the second year of the Agreement, the new reduced employee-only premium would be \$393.75 per month (105% of \$375) for FY 2016-2017. If the renewal rates for the Kaiser HMO plan decrease going into the second year of the Agreement, part-time employees will continue to pay a pro-rated portion of \$375 per month.

Year three of the contract: Effective July 1, 2017, through June 30, 2018, the City will offer either a PPO P250 or P500 plan depending upon whether premium costs exceed the threshold as detailed in the section entitled "Premium Rate Changes/Cost Increases." If costs exceed this threshold, the City will offer a PPO P500, or a substantially equivalent PPO plan, and the Kaiser HMO plan in effect January 1, 2015, subject to carrier availability. The P250 will be discontinued. The PPO P500 option has a \$500 single/\$1,500 family deductible, 10% in-network coinsurance, a \$2,000 single/\$4,000 family out of pocket maximum (including deductible), a \$20 copay for physician visits, and a \$300 vision allowance per calendar year. The annual HMO vision allowance for hardware will increase to \$300.

Premium Cost Sharing July 1, 2017, to June 30, 2018:

P250 or P500 Plan: The City's maximum aggregate monthly contribution for medical insurance (health and vision) will be 95% of the monthly premium for the PPO plan tier selected by the employee. The employee will pay the remaining monthly premium through payroll deduction.

Kaiser HMO Plan: The City will continue to pay one hundred percent (100%) of the premium for the Kaiser HMO plan tiers.

Effective July 1, 2017, through June 30, 2018, the City will pro-rate its premium contribution based on budgeted FTE for part-time employees, who are 0.5 FTE to 0.75 FTE. This applies to current employees, employees newly hired, and employees who voluntarily reduce their budgeted hours (who do not have grandfathered status). Part-time employees will pay a pro-rated portion of the reduced Kaiser employee-only premium from year two of the Agreement plus the percentage of any renewal rate increases for FY 2017-18. For example, if Kaiser rates rose 5% following the first year of the Agreement and another 5% following the second year of the Agreement, a 20-hour/week (0.5 FTE) employee with Kaiser employee-only coverage will pay \$206.72 per month ($\$375 \times 105\% = \$393.75 \times 105\% = \$413.44 \times 0.5 = \206.72). If the renewal rates for the Kaiser HMO plan for FY 2017-18 decrease, part-time employees will continue to pay a pro-rated portion of the premium from year two of the Agreement.

Premium Rate Changes/Cost Increases:

If premium costs rise six percent (6%) or less over the period of July 1, 2015, through December 31, 2016, the P250 or equivalent plan shall remain in effect as outlined in years one and two of the contract and specified in Appendix G-1. Premium contributions shall also remain in effect as outlined above for the P250 or equivalent plan.

If premium costs increase more than six percent (6%) over the period of July 1, 2015, through December 31, 2016, a P500 or equivalent plan, as previously described in year three of the contract will replace the PPO 250 plan. A hearing aid benefit of \$4,000 every three years will be included in the active

PP0 plan beginning in 2015-16. A hearing aid benefit of \$1,500 for each ear every three (3) years will be included in the Kaiser HMO plan beginning in 2015-16.

Beginning January 1, 2018, employees will be responsible for the equivalent of any excise tax incurred by the City on behalf of the employee as imposed by the carrier because of the Affordable Care Act or amendments. Amounts exceeding threshold calculations as provided by the ACA will be collected through payroll deduction.

The city will pro-rate City premium contributions based on budgeted FTE for an employee hired into a part-time position or when an employee voluntarily reduces budgeted hours. Unless changed by law during the course of this Agreement, employees working .75 FTE or greater shall receive the equivalent of full-time FTE medical insurance contributions. For example, if the insurance premium is \$2,000 per month for the tier selected by an employee in a .75 FTE position, the employee would pay \$100 per month, which is a five percent (5%) premium cost share.

B. Dental Coverage:

The dental plan for the term of this Agreement will provide a two thousand dollar (\$2,000) calendar year maximum per member and a fifteen hundred dollar (\$1,500) per eligible individual orthodontic lifetime maximum. Monthly dental plan premiums are fully paid by the city, regardless of the tier chosen by the employee.

C. Other:

Upon expiration of the Agreement, any premium increases to the dental and medical plans shall be shared equally between the parties.

The parties agree that the Wellness Committee will promote programs which educate, support and empower employees to improve and maintain overall health and well-being through healthy lifestyle choices, and the SEIU will support and encourage represented employees and their families to participate in voluntary Wellness programs.

15.4 Personal Liability Insurance. The City shall insure against the personal liability of employees for damages, excluding punitive damages, resulting from negligent acts or omissions when acting within the scope of their official employ or duties and will pay one hundred percent (100%) of the premium.

15.5 The City reserves the right to provide the insurances outlined above through a self-insured plan or under a group insurance policy or policies issued by an insurance company or insurance companies selected by the City. The City will notify the Union of any changes to insurance coverage or change in carriers at least sixty (60) days prior to any proposed change. The Union will agree to such changes if the benefit levels remain substantially the same and employees incur no more than de minimus additional out-of-pocket expense solely as a result of this change. If agreement cannot be reached, the City and Union agree to submit this issue to binding arbitration as a dispute resolution process.

15.6 The City and Union agree that all insurance benefits are subject to the terms and conditions

of contracts and/or agreement between the City and the insurer(s). Unilateral changes in insurance benefits by the carrier that are beyond the control of the City are not subject to grievance or bargaining. The parties also agree that changes in insurance benefits due to the Affordable Care Act or its amendments are required by law and not subject to bargaining.

15.7 The City reserves the right to add an optional health plan at any time during the term of this Agreement.

15.8 The City will continue to contribute two percent (2%) of base pay (exclusive of overtime, stand-by, out-of-class, premium, special allowance, etc.) to the HRA VEBA Medical Reimbursement Plan account on behalf of each employee.

15.9 The Union will designate up to three (3) members to actively participate on a benefits committee.

15.10 A full-time employee (current or new hire) enrolled in an alternate health insurance plan not provided by the City and who chooses to opt out of a City health insurance plan shall receive a \$300 monthly opt out allowance, regardless of the coverage tier. Part-time employees (current or new hire) enrolled in an alternate health insurance plan not provided by the City and who choose to opt out of a City health insurance plan shall receive a pro-rated allowance based on their FTE. Under the provisions of the Affordable Care Act, employees whose FTE is .75 or greater shall receive an opt-out amount equivalent to employees whose FTE is 1.0.

The employee must demonstrate annually their proof of insurance coverage if they opt out of a City plan. Loss of the other health insurance shall be a life changing event that will trigger open enrollment for the employee.

ARTICLE 16 – RETIREMENT

16.1 During the term of this Agreement, the City and the Union will continue to participate in the Oregon Public Employees Retirement System, or its equivalent.

16.2 The City agrees to assume and pay on behalf of the employee the employee's contribution to the Individual Account Program in the amount of six percent (6%) of the employee's base salary in accordance with ORS 238A.

In the event that the City's payment of a six percent (6%) employee contribution must be discontinued due to a change in law, valid ballot measure, constitutional amendment, or a final, non-appealable judgment from a court of competent jurisdiction, the City agrees to pay the six percent (6%) employee contribution into a transition account as provided by State law. If the State does not provide for such an account, the City agrees to make the contribution to the employee's deferred compensation account.

16.3 The City's election shall include the prior service credit option.

16.4 Upon retirement, eligible employees shall have one-half the value of their accrued Medical

Leave applied to their PERS retirement pursuant to ORS 238.350.

ARTICLE 17 – MEDICAL LEAVE

17.1 Employees shall accrue Medical Leave based upon paid hours at the rate of 0.0250 hours per regular hour (equivalent to 2.00 hours per pay period or 6.5 days per year for a full-time employee). Medical Leave for regular part-time employees (20 hours per week or more) shall be accrued on a pro-rata basis based upon paid regular hours. All regular employees and all probationary employees are allowed to use Medical Leave. The City provides Medical Leave in order to maintain the employee's salary when unable to work due to illness or injury (after the provisions of Article 14.5(a) or 14.5(b) have been met), subject to the employee's available balance. Medical Leave accumulation shall be unlimited.

17.2 Once an employee has met the provisions of Article 14.5(a) or 14.5(b) he/she may use Medical Leave for all consecutive hours (or intermittent hours in accordance with Article 14.5(b)) off work due to the same illness or injury. Under rare circumstances, exceptions to having to meet the requirements of Article 14.5(a) a second time may be considered (such as returning to work while still ill due to work necessity, suffering a relapse immediately upon returning to work or returning to work on a reduced schedule as authorized by a medical professional). Approval of these limited exceptions will be made upon request of the Department Head and solely at the discretion of the Human Resources Director.

17.3 Employees may use Medical Leave where there is an illness or injury in their family when the presence of the employee is required to care for the ill relative for more than twenty-four (24) consecutive work hours or in accordance with Article 14.5(a) or 14.5(b). Once these provisions have been met, Medical Leave may be used for all consecutive work hours or intermittent hours (whichever is applicable), subject to the employee's available balance. For purposes of this Section, members of an employee's family shall mean relatives and dependents, domiciled in the employee's household. Children, domestic partners and parents (including in loco parentis) not living in the employee's home will also be included. Employee's use of Medical Leave to care for a domestic partner is subject to the submission of the domestic partner affidavit included in Appendix F.

17.4 A physician's statement of the need for the employee's absence, and the estimated duration of the absence, may be required at the option of the City for absences due to illness or injury. The physician's statement, if required, shall be paid for by the City in the event the employee's health insurance does not cover the cost.

17.5 When an employee returns to work after an accident or serious major illness that has resulted in the use of Medical Leave, Medical Leave may be used for pre-authorized absences in instances when the physician's appointment or treatment for this accident or illness is not available outside of the normal work hours and the employee's work schedule cannot be modified to allow the employee to make up time.

17.6 Employees who have a Medical Leave balance of 514 hours or more may choose to accrue one (1) hour of PTO leave per pay period instead of Medical Leave. Part-time employees who have a Medical Leave balance of 257 hours shall have the same conversion option pro-rated based on the employee's full time equivalency (FTE). For example, a .5 FTE employee can choose to accrue one-half

(.5) hour of PTO leave per pay period instead of Medical Leave.

ARTICLE 18 – BEREAVEMENT

Consistent with OFLA, up to 14 calendar days of protected leave may be used by the employee to take leave to attend the funeral (or funeral alternative) of a family member, make arrangements necessitated by the death of a family member, or grieve the death of a family member. Leave taken under OFLA runs concurrent with the leave provided by the city. For full-time employees, the first forty (40) hours shall be bereavement leave paid by the City; thereafter, any additional leave taken by the employee will be charged as follows: the next twenty-four (24) hours shall be charged to the employee's accrued PTO leave balance, and the remaining sixteen (16) hours will be charged to the employee's medical leave or accrued compensatory time or accrued PTO leave. Such leave will be pro-rated for part-time employees based on budgeted FTE. For the purposes of this Article, an employee's family shall mean: spouse or domestic partner, parent (including in-loco parentis), step-parent, children, step-children, brother, sister, mother-in-law, father-in-law, grandchildren, grandparents and other family members if the other family member resides with the employee.

ARTICLE 19 – WITNESS OR JURY DUTY

An employee shall suffer no loss of pay for service on a jury or upon being subpoenaed as a witness provided, however, that the employee is required to seek all fees due the employee for jury or witness duty, except mileage reimbursement, and turn said fees over to the City. The employee is not eligible for this compensation if the employee is a party to the dispute (not including disputes for which the City is obligated to defend the employee) or the dispute is between the City and the employee or the City and the Union with the exception of grievance arbitrations and unfair labor practice hearings. Upon being excused from jury or witness duty for any day, an employee shall immediately contact the Department Head or supervisor for assignment for the remainder of that workday.

ARTICLE 20 – LEAVES OF ABSENCE

20.1 Extended leaves of absence up to one year may be granted by the City for educational or compelling personal reasons. The leave of absence begins immediately following the last date the employee actually worked. Requests for such leaves must be in writing. Prior to going on unpaid leave the City may require an employee to utilize all appropriate accrued paid leave. Employees receiving Workers Compensation time loss will utilize leave on a pro-rata basis. (This does not supersede Article 14.6.)

20.2 For leaves of absence over six (6) months in the event the employee's position cannot be held available for all or part of the period of the leave, an employee returning from leave will be given the first available position in his/her former classification for which he/she is qualified, except where the Uniformed Services Employment and Reemployment Rights Act (USERRA) or Workers Compensation law requires otherwise. Employees shall be notified of their job status prior to approval of the leave.

20.3 Benefits While on Leave

(a) Employees on approved Family or Medical Leave shall have their benefits continued as required by Federal and State Family Medical Leave Statutes. The twelve (12) month period used to determine eligibility for paid benefits shall be determined by looking at the amount of Family or Medical Leave utilized by the employee in the twelve (12) months immediately preceding the first day of the newly requested leave. After the required period of paid benefits has been exhausted, an employee on approved Family or Medical Leave may only continue insurance coverage by paying the full COBRA rates in effect during the leave.

(b) Employees who are not on approved Family or Medical Leave, as described in 20.3(a), who wish to continue their medical and dental coverage while on an unpaid leave of absence may do so by paying the full COBRA rates in effect during the leave. Requirement for the employee to pay the full COBRA rates shall begin on the first day of the first full calendar month of approved unpaid leave.

(c) Employees on approved unpaid leaves of absence, as described in 20.3(b), who elect not to enroll spouses and family members during the unpaid leave of absence may not re-enroll those dependents following return to work from the leave until the next regular open enrollment period unless allowed otherwise by the carrier. Employees on unpaid leaves of absence are not eligible for life, accidental death and dismemberment or disability insurance.

20.4 The City may interrupt or terminate a leave of absence if it finds the reasons for granting it were misrepresented or no longer exist. Failure to return from leave or to respond to notices from the City will be treated as a resignation.

20.5 Military Leave. Military leave shall be granted in accordance with Oregon Revised Statutes and federal law. In addition to any paid military leave required by law or by City policy, the City will pay the difference between an employee's military basic pay and the employee's base pay rate (City base pay minus military basic pay). In order to be eligible for this payment, the employee must provide appropriate documentation verifying their military pay grade. The employee shall be eligible to receive this difference in pay up to a maximum of 80 hours per federal fiscal year.

20.6 Family and Medical Leave. Employees shall be eligible for approved Family and Medical leave in accordance with Oregon Revised Statutes and Federal Statutes.

20.7 Upon request, the City will grant medical leaves of absence due to temporary disability for a maximum of six (6) months beyond the period covered by accrued Medical Leave with acceptable medical verification. Additional leave may be granted subject to the provisions of Article 20.1 regarding maximum length of leaves and job guarantee conditions.

ARTICLE 21 – COMPENSATION

21.1 Effective upon execution or July 1, 2015, the later of either, the base rate for all classifications listed in Appendix A, will be increased by 1.25%. Steps are generally 5% apart.

Effective January 1, 2016, the base rate for all classifications listed in Appendix A will be

increased by 1.5%. Steps are generally 5% apart.

21.2 Effective July 1, 2016, the base rate for all bargaining unit classifications will be increased by an amount equivalent to the West Region CPI-W annual average for the twelve month period ending December 2015, with a minimum of two percent (2.0%) and a maximum of five percent (5%). Steps are generally 5% apart.

21.3 Effective July 1, 2017, the base rate for all bargaining unit classifications will be increased by an amount equivalent to the West Region CPI-W annual average for the twelve month period ending December 2016, with a minimum of two percent (2.0%) and a maximum of five percent (5%). Steps are generally 5% apart.

21.4 Payday shall be every other Friday and will not be changed without thirty (30) days' written notice to the employees.

21.5 Step Increases

(a) Employees shall be eligible for step increases after six (6) months of satisfactory service at steps one (1) and two (2). Upon reaching step three (3) an employee shall be eligible for step increases annually until reaching step seven (7). Eligibility dates shall be adjusted due to any unpaid leave of absence of one (1) full pay period or more.

(b) Employees shall be granted an annual step increase on their eligibility date if the employee is not at the top step of the salary range of his/her classification and provided the employee's overall performance meets the supervisor's expectations. Employees whose increase may be delayed or denied shall receive timely notice of deficient performance or conduct. "Timely" shall be a reasonable amount of time to provide the employee with adequate opportunity to correct the problem but in no event less than seventy-five (75) days in advance of the eligibility date. The notice must be in writing and describe the specific areas of deficiency, the improvement required and any assistance or support available. The City shall give notification, in writing, of the decision and the reasons to withhold step increases to an employee at least fifteen (15) days prior to the employee's eligibility date. At a maximum of ninety (90) day intervals following the eligibility date, the employee shall be re-evaluated for a step increase. A step increase cannot be delayed if the notice is not timely.

21.6 When an employee is promoted, the employee will be placed at a step in the new range which complies with the intent of minimum five percent (5%) – maximum ten percent (10%) increase or step one (1), whichever is greater. A new salary review date will be established based upon the promotion date and step to which the employee is promoted consistent with salary review dates for new hires.

ARTICLE 22 – SPECIAL ALLOWANCE

22.1 Whenever an employee is authorized to use his/her personal vehicle in performance of

official City duties, he/she shall be compensated at the maximum allowable rate under IRS regulations for business travel.

22.2 When employees' duties take them outside the City's jurisdiction, or they are directed to attend an off-premise training course, seminar or similar function, the City agrees to reimburse them for the reasonable cost of necessary lodging. When overnight travel is required, meals will be paid based on the City's per diem rates. Per diem rates will not fall below the October 2014 rates established by the City.

22.3 Clothing Allowance.

(a) Employees required to wear clothing with a City logo shall receive a maximum of three replacement shirts and two replacement sweatshirts provided by the City annually. New hires shall receive five shirts and two sweatshirts. Employees provided with management-approved clothing must wear on the job the clothing that is provided by the City.

(b) Employees in the following classifications will be eligible for a clothing allowance of up to one hundred twenty dollars (\$120.00) annually. Graphics Technicians and employees in these classifications, if they work in the field a minimum of fifty percent (50%) of the time, shall be eligible for the clothing allowance. If there is a question of eligibility the employee shall meet with the supervisor to discuss eligibility. If the City determines that a work group will be required to wear a uniform, the City shall be responsible for providing the uniform. The employees in the work group wearing uniforms will then be ineligible to receive the clothing allowance described in this subsection.

Arborist Technician
Associate Engineer
Building Inspector
Electrical Inspector
Electrical Inspector, Lead
Engineering Construction Inspector
Engineering Construction Inspector Lead
Engineering Technician 1, 2, 3, 4
Facilities Maintenance Lead
Facilities Maintenance Technician
Graphics Technician
Inventory Control Technician
Landscape Technician
Mechanic 1, 2, Lead
Plumbing Inspector
Plumbing Inspector, Lead
Program Coordinator - Public Works
Public Works Equipment Operator
Public Works Lead
Public Works Technician

Sign and Marking Lead
Sign and Marking Technician
Supervising Electrician
Traffic Signal Maintenance Lead
Traffic Signal Maintenance Technician
Utility Worker
Water Customer Service Technician
Water Distribution Equipment Operator
Water Distribution Lead
Water Distribution Technician
Water Quality Technician

Employees in the following classifications will be eligible for a clothing allowance of up to seventy-five dollars (\$75.00) annually: Library Aide 1, Library Branch Aide.

(c) Employees may wear whatever clothing they deem necessary to keep warm as long as it is clean and in good repair. The outer garment worn must be approved clothing and identify the employee as a City of Beaverton employee.

(d) The City may require employees to wear identification per City policy.

(e) Employees who work in the field who wish to wear a hat may wear a baseball hat with the City logo which will be provided by the City. These hats may not be worn to replace a hard hat, if wearing a hard hat is more appropriate. These hats will be selected by the Union, subject to approval by management.

(f) The City shall provide an annual allowance of up to one-hundred fifty dollars (\$150) for employees regularly assigned to positions requiring special footwear suitable for the type of work they do.

(g) The City will provide an approved jacket to employees who are eligible for a clothing allowance under Section 22.3(a). Jackets will be replaced as needed at the City's sole discretion.

(h) Employees shall receive their clothing and/or boot allowance as pay in the first paycheck of the first full payroll period following the start of the fiscal year. New employees shall receive the clothing and/or boot allowance as soon as possible following date of hire.

(i) The City will give a one-time, one hundred dollar (\$100.00), contribution during the term of the contract toward prescription safety glasses for work purposes to those employees whose job requires the use of such eye protection. Payment is by reimbursement upon showing a receipt. The City reserves the right to determine which classifications are eligible for reimbursement.

22.4 Overtime Meals. If an employee is called to work four (4) or more hours outside of the regular work shift, he/she shall be reimbursed for the cost of breakfast, lunch or dinner up to a

maximum of the City's in-state per diem rate. The City's in-state per diem rate will not fall below the October 2014 established rate. The City shall reimburse the employee for each meal purchased after each four (4) hours of additional work. However, no more than three (3) meals will be given in any twenty-four (24) hour period. No employee shall be reimbursed for the cost of any meal(s) as provided in this section without a receipt for such meals. Any reimbursement will exclude the cost of alcoholic beverages. To be reimbursed, the meal must be for the employee and must be eaten during a meal break or immediately following the additional hours of work.

22.5 Employees in the Operations department below the level of Operations Lead classifications shall receive premium pay in the amount of five percent (5%) of salary when assigned responsibility to supervise more than three (3) community service workers. Such premium pay shall only be paid for hours actually spent in supervision.

22.6 The City will pay the fees associated with obtaining and maintaining a DMV/CDL license when required by the City to perform the duties of his or her job excluding the regular driver's license.

22.7 The City will pay the fees associated with maintaining licenses, certifications or safety practices when required by the City to perform the work of the employee's position. If the license, certification or safety practice is not required at date of hire but becomes a requirement at a later time, the City will pay the fees associated with obtaining it.

The City may pay the fees for licenses, certifications or safety practices which are not requirements of the position if it so chooses, but such choice shall be solely the City's.

22.8 Bilingual Pay. Employees who are assigned by the City to use their bilingual skills shall receive a differential of 4% above their base rate. The employee must pass a proficiency test before the City will assign bilingual duties. The City will maintain a proficiency test for Spanish. The City will establish tests for other languages when a need is determined.

22.9 Inspector Premium Pay. Inspectors shall receive premium pay in accordance with Appendix E - the Premium Pay Matrix. Employees receiving premium pay for the certifications listed shall be ineligible to receive working out of class pay for performing the same work for which they are receiving premium pay. Eligible employees shall receive one (1) premium pay amount, (the highest applicable amount but no more than 9%), and under no circumstances will premiums be combined. The premium pay will be added to the employee's base rate of pay. Employees who obtain certifications included in the matrix shall begin receiving premium pay the pay period following written notification and the receipt of supporting documentation. Employees who lose a certification for which they are receiving premium pay are required to notify their supervisor immediately. Any change in premium pay status will be made effective the pay period following loss of certification.

22.10 Shift Differential Pay. Employees shall be eligible for one-dollar and twenty cents, (\$1.20) per hour pay differential when required to change their schedule from day shift to a night shift. Night shift is defined as one which begins at 6:00 PM or later. In order to be eligible for the shift

differential, the following conditions must be met:

- (a) The schedule change must be temporary in nature.
- (b) The schedule change must be required and authorized by a supervisor.

Employees shall not be eligible for shift differential pay for any schedule change which results in overtime pay.

22.11 Traffic Signal Technician. Traffic Signal Technicians who possess a valid general journey level electrician's license shall be eligible for a 10% (ten percent) increase over base pay for duties performed which require a general journey level electrician's license. In order to receive the additional 10% (ten percent), work requiring a general journey level electrician's license must be specifically assigned in writing by the supervisor. The employee shall be paid the additional 10% (ten percent) only for the time spent performing the work as described above. Hours worked under this assignment shall be recorded as such on the department work order form.

Paid time off leave (PTO), Medical Leave and holiday pay shall be paid at the employee's base rate of pay.

ARTICLE 23 – FILLING OF VACANCIES

23.1 Vacancies that are to be filled shall be posted on each department's bulletin board and the City's internal website for at least fourteen (14) calendar days prior to filling.

23.2 Employees who meet the minimum qualifications and submit the requested materials shall receive an interview for the position. Employees whose performance is documented as not meeting expectations, who are on a work improvement plan, or who have received discipline at the written warning level or higher in the last twelve (12) months or employees currently on probation will be eligible to apply at the discretion of the Hiring Manager.

23.3 Any employee who interviews for a vacant position who is not selected shall, upon request within seven (7) days, be entitled to be informed of the reasons the employee was not selected. Only a refusal to inform the employee will be grievable under this section.

23.4 The following exceptions to the above procedures are agreed:

- (a) Vacancies to be filled from within the City shall be posted for seven (7) days city-wide.
- (b) Recruitments for a given classification may be utilized to fill future vacancies in that classification for up to six (6) months provided that the vacancy is also posted internally for seven (7) days.

23.5 Employees may request assignment to a vacant position in their classification within their work unit. Examples of a work unit include Technical Services, Young Adult or Urban Forestry. If the employee has seniority and if the request meets the criteria of Article 11.2(a)(1 to 4), the request will be

granted. Employees must make their request, in writing, prior to the closing date of the posted position. This Section applies to vacated or newly created positions. It does not apply to positions created by a temporary schedule change of less than three (3) months.

ARTICLE 24 – POSITION CLASSIFICATION

24.1 Each position shall be assigned to the appropriate classification on the basis of its authorities, responsibilities and duties. The City shall maintain written descriptions for each classification.

24.2 When a position is reclassified upward, an incumbent who has been performing the higher level duties shall be continued in the position and have their salary adjusted in accordance with Article 21.5. If a position is reclassified to another classification at a lower range, the incumbent shall be accorded immediate status in the new classification without a change in pay. In such instances, the pay rate will be red-circled or frozen until the rate is within the salary range of the lower classification.

24.3 In the event the City chooses to reclassify a position, a copy of the proposed new position description will be given to the Union for its review and comments at least thirty (30) days in advance of any changes being implemented. Any classification review will include an opportunity for employee and Union review, comments, and recommendations.

24.4 Agreements between the parties on salaries will be contingent upon final approval by the City Council.

24.5 **Reclassification/Reallocation.** If an employee has reason to believe that the duties of her/his position are no longer consistent with the classification to which s/he is assigned or the salary grade is inappropriate, the employee may initiate the Position Description Questionnaire (PDQ) process with their supervisor. Once the supervisor and employee have completed the PDQ form, it shall be submitted to the Department Head. The Department Head shall have up to thirty (30) days from the time the employee and supervisor submit the PDQ form to make a decision on whether or not to forward the request to Human Resources. If the Department Head rejects the proposed PDQ, s/he will explain in writing to the employee why the PDQ will not be forwarded. The employee may submit a new PDQ in 180 days if their position has substantially changed.

Unless the parties agree to extend the analysis period, Human Resources staff shall have up to sixty (60) days to conduct the necessary analysis and discuss with the supervisor and/or Department Head. Upon receiving the final recommendation from Human Resources, the Department Head shall have up to thirty (30) days to accept or reject the recommendation and communicate to the employee in writing. If the Department Head accepts the recommendation, any salary adjustment will be effective upon approval by City Council or 30 days from the date the completed and final PDQ is signed by the Department Head, whichever is earlier. If any retroactive pay is due the employee based on the effective date of the reclassification or reallocation such pay will be reduced by the amount of working-out-of-classification pay received by the employee, if any, for the time period designated for retroactive pay.

ARTICLE 25 – PERSONNEL RECORDS

25.1 With prior notification to Human Resources, each employee shall have the right to review the contents of his/her own personnel file. At the employee's option, he/she may request to be accompanied by a Union representative of his/her choosing.

25.2 Access to an employee's personnel file shall be limited to only the individual employee involved and/or his/her designated representative, such supervisors and administrators of the City who are assigned to review or place materials therein and Human Resources staff members, provided such access does not conflict with the provisions of ORS 192.501 – 192.505.

25.3 Written material reflecting discredit on the employee for which the employee is not disciplined shall not be placed in the employee's personnel file. The employee shall be required to sign any disciplinary material to be placed in the employee's personnel file provided the following disclaimer is attached:

(a) "Employee's signature confirms only that the supervisor has given a copy of the material to the employee. The employee's signature does not indicate agreement or disagreement with the contents of this material."

An employee may include an explanatory statement for the personnel file in answer to any reprimand or other form of discipline.

25.4 Written reprimands shall be considered temporary contents of the personnel files and shall be removed no later than two (2) years after the reprimand has been placed in the employee's personnel file, if there are no related problems during that period. Last chance agreements shall not remain in effect for more than two (2) years. After two (2) years, the last chance agreement will remain in the file to document the discipline.

25.5 Material placed in the personnel record of an employee without conforming with the provisions of this Article will not be used by the City in any disciplinary proceeding involving the employee. No portion of an employee's file shall be transmitted without the written consent of the employee except to those authorized within the City, or by order of a competent authority.

ARTICLE 26 – DISCIPLINE AND DISCHARGE

26.1 If the City has reason to discipline an employee, it shall be done in a manner that is least likely to embarrass the employee before other employees or the public. Employees who have completed their initial probationary period may only be disciplined for cause.

26.2 When there is evidence of unsatisfactory performance, the City agrees to verbally discuss the problems with the employee, thus affording the employee an opportunity to correct the situation. In cases of misconduct, the City may initiate discipline at a step appropriate to the nature of the offense.

(a) Disciplinary actions range from verbal or written reprimands to suspension, demotion, delay

or denial of step increases, and dismissal depending on the severity of the offense as well as the number and frequency of previous related problems.

(b) The employee may request and shall be granted the right to have a Union representative present during any or all discussions between management and the employee related to potential discipline as defined in (a) above between the City and the employee.

(c) Verbal reprimands are not grievable.

26.3 The City agrees to furnish the employee and Union a complete statement in writing at the time of the written reprimand, suspension, demotion, salary reduction or dismissal outlining the specific reasons for such action. Such reasons shall not be expanded upon at a later date. All such documents shall be placed in the employee's personnel file after having been signed by the supervisor and the employee. All such documents are subject to the provisions of Article 25, Personnel Records, of this Agreement.

ARTICLE 27 – GRIEVANCE PROCEDURE

27.1 The parties agree that prior to filing a grievance, the employee will attempt to resolve the grievance informally at the lowest level possible. It is agreed that a Union steward may be present at any level of this process. In the event the matter cannot be settled in this fashion, the parties agree that any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner and shall be the exclusive means for resolving such disputes.

Step 1: The employee and/or Union shall initiate a grievance in writing submitted on an official grievance form (attached as Appendix C or the employee and/or Union may use the official SEIU Grievance Form) to the immediate supervisor within twenty-one (21) calendar days of its occurrence or within twenty-one (21) calendar days of the time the employee or Union has knowledge or by reasonable diligence should have known of the alleged grievance. The written grievance shall contain all the specific information required on the official grievance form.

The supervisor shall attempt to resolve the matter and report in writing the decision within fourteen (14) calendar days from the date it is submitted to the supervisor. If the grievance is being initiated by employees with more than one supervisor, it may be filed at Step 2 at the option of the employees.

Step 2: If the grievance has not been settled at Step 1, the employee and/or Union shall present the grievance to the designated Department Head within fourteen (14) calendar days from the date the response was due or received (whichever comes first) from the supervisor. The Department Head shall attempt to resolve the matter and report in writing the decision within fourteen (14) calendar days from the date it was submitted to the Department Head.

Step 3: If the grievance has not been settled at Step 2, the employee and/or Union shall present the grievance to the Mayor or Mayor's designee within fourteen (14) calendar days from the date the Department Head's response was due or received (whichever comes first). The Mayor or designee shall attempt to resolve the grievance and report in writing the decision within fourteen (14) calendar days from the date it is submitted.

Step 4: If the grievance is not settled at Step 3, the Union shall file a notice of intent to arbitrate the grievance with the Human Resources Director within thirty (30) calendar days of the date the decision of the Mayor or designee is due or received (whichever comes first). Within fourteen (14) calendar days of filing the notice of intent to arbitrate, the parties shall select an arbitrator by the method of alternately striking names from the panel of arbitrators the parties have previously selected pursuant to Article 27.2. The Union shall strike the first name, the City shall strike the second name and so on, with the exception of disciplinary cases wherein the order of striking names shall be reversed, with the remaining person being the arbitrator. If the selected arbitrator is not able to schedule the hearing within ninety (90) calendar days of being notified of his/her selection, the parties may mutually agree to select an alternate arbitrator from the panel.

27.2 Following execution of this Agreement, the Union and the City shall meet to mutually agree upon a list of nine (9) arbitrators who reside in Oregon or Washington who shall serve as the selection pool of arbitrators during the life of this Agreement. If the parties cannot agree on all names to the list, either party has the right to request a list of seven (7) arbitrators for each vacancy from the Employment Relations Board and the parties shall alternately strike from the list of seven (7) to fill the vacancy(ies).

The arbitrator shall set a hearing date and shall render a decision within thirty (30) calendar days of the hearing. The power of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. The arbitrator shall only consider the facts presented to the arbitrator; and the arbitrator shall have no authority to add to, subtract from, ignore or amend the express terms of this Agreement or to interpret and apply any provision of law other than ORS Chapter 243 as s/he may believe relevant to the issue presented. The decision of the arbitrator shall be final and binding on both parties.

The cost of the arbitrator shall be borne equally by the parties. Each party shall be responsible for costs of presenting its own case to arbitration.

27.3 Any time limits specified in the grievance procedure may be waived or extended by mutual written consent of the parties. The Union's or employee's failure to submit the grievance in accordance with these limits without such waiver shall constitute abandonment of the grievance. A grievance may be terminated at any time upon receipt of a signed statement from the Union or employee that the matter has been resolved.

27.4 Resolution of a grievance at any step of the procedure shall be final and binding upon the City, the Union and the affected employees.

27.5 The arbitration shall be limited to the specific issues raised in the written grievance filed by the employee or the Union and any other specific issues raised at the steps in the grievance process.

ARTICLE 28 – SAVINGS CLAUSE

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific section or portion thereof directly specified in the decision. Upon the issuance of a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidation or portion thereof.

ARTICLE 29 – BULLETIN BOARDS

The Union shall be allowed bulletin board space in convenient places to be used in communicating with employees. All materials placed there shall be identified as Union materials.

ARTICLE 30 – INCLEMENT CONDITIONS

30.1 When, in the judgment of the City, weather conditions require the closing or curtailing of City offices after the employee reports to work, the employee shall be paid for the remainder of the employee's work shift. Employees who are unable to reach their work location prior to its closure, and who do arrive and report their arrival to any supervisor, shall be paid for the remainder of the shift. In the event that some employees in a department are sent home due to inclement weather conditions and others are instructed to remain and continue to work, those employees remaining on duty will be credited with compensatory time off on a one-to-one basis for hours worked after other employees were sent home.

30.2 If weather conditions become hazardous, the employee may go home prior to the end of the employee's work shift, after notifying and receiving approval from the employee's supervisor or designee.

30.3 The City may notify employees not to report to work prior to the beginning of the work shift because of inclement weather or hazardous conditions.

30.4 When extreme weather conditions make coming to work dangerous, employees may choose not to report to work, providing they provide timely notice to their supervisor.

30.5 Employees who do not work pursuant to the provisions of Sections 2, 3 and 4 of this Article shall be authorized to make up the time based on the provisions of Article 30.6 or use accrued PTO leave, compensatory time, or leave without pay. If an employee wishes to make up time, the employee may do so during the current pay week.

30.6 When employees miss work due to inclement conditions, the department will schedule a make-up that is mutually agreed between employees and their supervisors unless the City is unable to provide make-up work. In no instance will time worked during any make-up period result in overtime or compensatory time being charged to the City. If an employee fails to work the make-up time, as scheduled, then the right to make up the lost time is forfeited.

30.7 When an employee arrives late, but has made a good faith effort to arrive at work on time, the employee shall be paid for their hours worked as though they had arrived at their regular start time.

ARTICLE 31 – LAYOFF

31.1 Bargaining unit employees shall not be laid off if the City is using temporary employees to do their work. Temporary employees will not be utilized to do the work of bargaining unit employees on the layoff list.

31.2 A layoff is defined as a separation from the City due to an elimination of positions or a reduction in hours. An employee shall be given written notice of layoff or pay in lieu of notice at least fifteen (15) calendar days before the effective date, stating the reasons for the layoffs, and the options the employee has. The employee shall have seven (7) calendar days from the receipt of the layoff letter to notify the City of the employee's option. A copy of the layoff letter shall also be forwarded to the Union. The City shall meet with the Union to discuss alternatives to layoff.

31.3 The layoff procedure shall occur in the following manner:

(a) The City shall notify, in writing, all affected employees of the employee's seniority and the employee's contractual rights. The City shall notify the Union of the seniority of all employees in all affected positions in writing.

(b) The City shall determine the specific positions to be eliminated or reduced in hours and employees in those positions shall be notified of layoff. If the City selects positions occupied by employees who have greater seniority than other employees with the same classification in a department, the City shall meet with the Union to discuss its decision. An employee who is notified of layoff shall have the following options:

1. Accept the layoff or reduction in hours.
2. Request assignment to a vacant position within the City for which he/she possesses the necessary qualifications.
3. Displace the employee with the lowest seniority in the same classification in the designated layoff area if the employee is qualified for that position.
4. Displace the employee with the lowest seniority in a classification with a lower pay range in the designated layoff area if the employee is qualified for that position.
5. Displace the employee with the lowest seniority in a classification in the designated layoff area in which the employee has prior service.

Displaced employees shall be allowed to select option 1 through 3 above. If there is no position available via those options the employee may select either option 4 or 5.

(c) For the purpose of this Article, if passing a test is a requirement for new hires for a particular position, a "qualified" employee must pass or have passed the test new hires must pass to be considered for the position.

(d) For the purpose of this Article, "designated layoff area" shall be considered to be:

1. Public Works*
2. Community and Economic Development*
3. Finance, Information Systems, GIS, and Municipal Court
4. Mayor's Office and Programs, City Attorney

5. Library

6. Police

*Support Specialist positions in Public Works and Community and Economic Development may bump between these two (2) departments.

Facility Maintenance positions shall have Public Works as their designated layoff area.

31.4 Employees who displace an employee in a lower classification shall go to the step closest to, but not higher than, their current salary.

31.5 Ties in seniority shall be broken by date of application. If a tie still exists, it shall be broken by lot.

31.6 Layoff Lists. Names of employees or former employees of the City who have been laid off, had their hours reduced or who have demoted in-lieu-of layoff shall be placed on layoff lists in seniority order established by the classification from which the employee was laid off, had their hours reduced or demoted in-lieu-of layoff.

31.7 Recall. Employees or former employees who are on the layoff list by classification shall be recalled to available vacancies in seniority order beginning with the person with the highest seniority. If the position is not filled in that manner, it shall be offered in seniority order to other persons on layoff lists for classifications with higher salary ranges. Such persons must be qualified to perform those duties.

Former employees who are rehired from the recall list into the same department and classification previously held will serve no probationary period assuming the former employee had successfully completed the probationary period at the time of lay-off. If the rehired employee had not completed the six (6) month probationary period, he/she will be on probation for the length of time required to complete the six (6) months. An employee who does not pass the six (6) month probationary period will not be returned to the recall list.

Employees or former employees who bump into or are recalled to a different classification and/or department shall serve a ninety (90) day probationary period if they had not previously held the position. If the employee passed the probationary period but is later terminated for cause, the employee will not be returned to the recall list unless the following apply: (1) the employee was terminated from a position that did not make them whole, and (2) the termination is overturned through the grievance arbitration process.

Former employees will be required to provide the City with a current address in order to be eligible for recall. Employees or former employees will have five (5) calendar days from receipt of an offer of recall to accept or reject the offer. Employees or former employees who fail to respond to the recall offer in the designated time period shall be deemed to have rejected the offer.

A person's name shall remain on the layoff list for two (2) years unless the following condition is met:

The person has been offered a position(s) from the layoff list which makes the person whole in

terms of former salary grade and number of hours. Make whole is defined as the employee or former employee being offered a position in the same classification with the same budgeted hours as he/she had at the time of lay-off.

31.8 Length of service for seniority shall be defined per Article 7, Seniority. Seniority for part-time employees for layoff purposes is based on the FTE of the position. For example, a half-time employee with ten (10) years of service will be considered to have five (5) years of seniority.

ARTICLE 32 – CONTRACTING OUT

32.1 The City agrees to give the Union and its Local President timely notice it is considering subcontracting out work that would result in displacement or layoff of bargaining unit employees.

32.2 Upon notifying the Union, the City shall meet with the Union to provide available information and the reasons the City is considering subcontracting out the work.

32.3 The Union shall notify the City whether it intends to prepare a proposal to retain the work within five (5) calendar days.

32.4 If the Union intends to retain the work, the affected employee(s), affected supervisors, Department Head, and Union representative shall meet to prepare a proposal to retain the work. The initial meeting may be on work time.

32.5 The proposal shall be presented to the City within twenty (20) calendar days of the Union's notice that it wishes to retain the work.

32.6 The City shall meet and discuss the proposal with the Union. If the City determines to contract the work, it shall give the Union a "last chance" to amend its proposal in order to retain the work. Such amended proposal must be submitted within five (5) calendar days.

32.7 Nothing in this section shall be construed to compel the City to fill vacant positions.

32.8 Any dispute regarding the interpretation of this Article shall be referred to mediation. Any dispute that cannot be resolved by mediation may be submitted to the Employment Relations Board.

32.9 Should any full-time bargaining unit member become displaced as a result of contracting out, the City and the Union shall meet to discuss the effect on bargaining unit members.

32.10 If the City makes a decision to contract out, employees displaced by that decision shall be afforded the rights described in Article 31, Layoff.

ARTICLE 33 – TERM AND TERMINATION

33.1 This Agreement shall be effective as of the 1st day of July, 2015, and shall remain in full force and effect through and including the 30th day of June, 2018.

Notice of intent to open the contract to negotiate a successor agreement shall be made in writing to the other party by November 15, 2017. The parties shall meet to mutually exchange proposals no later than January 5, 2018, unless the parties mutually agree to an expedited bargaining procedure. The parties acknowledge that the City may not be able to make economic proposals until the end of April 2018. Either party may request mediation if the contract is not settled by May 15, 2018. This Agreement shall remain in full force and effect during the period of any negotiating process, except that the parties may avail themselves of the dispute resolution process as provided by ORS 243.696-736, notwithstanding Article 6, Peaceful Performance of City Services of this Agreement.

ARTICLE 34 – SUBSTANCE ABUSE POLICY

34.1 The parties agree that it is the responsibility of all public employees to work diligently to ensure a drug free workplace. Both parties encourage the voluntary admission of chemical dependency and place strong emphasis on rehabilitation as opposed to punitive action. All employees are encouraged to use the Employee Assistance Program (EAP) and to seek treatment whenever they suspect that they might have a substance abuse problem.

34.2 Non-DOT Testing For Employees

(a) If an employee's supervisor or other management representative has a reasonable suspicion that an employee is under the influence of alcohol or drugs on the job or in the City vehicles or equipment, the employee may be asked to submit to discovery testing including a urinalysis, blood screen or breath testing device to identify any involvement with drugs or alcohol. Reasonable suspicion is a belief based on objective and specific articulable facts sufficient to lead a reasonable person to suspect that an employee has consumed or is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his/her job safely is reduced. Such articulable facts or circumstances could include appearance, behavior, speech, an abrupt change in the pattern of conduct, or the employee's involvement in an accident which results in physical injury or property damage and which includes other bases for reasonable suspicion.

(b) In the event an employee believes his/her supervisor or other management employee is in violation of this policy, the employee shall go to the next level of supervisor or the Human Resources Director.

(c) Prior to requiring any employee to submit to reasonable suspicion discovery testing, the supervisor or other management representative shall obtain the approval of the Human Resources Director or the Mayor, or their designees, provided that any designee of the Human Resources Director or the Mayor shall not be from the same department as the supervisor or management representative. The employee will be informed of the right to have a Union representative present when he/she is told that he/she must submit to discovery testing. If the employee elects to have Union representation, the employee's representative shall have the same rights as in a disciplinary investigation. Because of the nature of the tests, a specific Union representative may not be requested if he/she is not readily available.

(d) When testing for reasonable suspicion is requested, the employee will immediately be taken by a supervisor to the certified testing laboratory used by the City for DOT required testing. At this testing

laboratory, a urine sample, blood sample or breath sample will be collected utilizing the collection procedures adopted by the laboratory. If the testing is based on reasonable suspicion, and if the employee so requests, he/she may be accompanied to the testing laboratory by a Union representative. Employees who submit to discovery testing will be required to sign the testing laboratory's consent form.

(e) Negative samples that have been collected and tested will be stored for five (5) days. Positive samples that have been collected and tested will be frozen and stored for thirty (30) days (or longer at the discretion of the laboratory) for the purpose of a re-test should one be required. Positive samples will be stored longer upon written request to the laboratory by the City, the Union, or the employee being tested. Any costs of additional storage will be paid by the requesting party. Such requests will be made prior to the expiration of the thirty (30) day period.

(f) Any employee will be deemed to have tested positive when testing results from a urine, blood or breath test indicate that controlled substances or alcohol are present at or above established DOT minimum standards. Any other drug determined by the Medical Review Officer to be necessary to test for will be tested with the federally adopted standards used to determine if the employee is under the influence.

(g) An employee who refuses a supervisor's or manager's request to submit to reasonable suspicion discovery testing shall be considered to have tested positive and will be subject to the provisions of sections 34.3, 4 and 5. Refusal to test includes withholding a sample or refusing to cooperate in the testing process. In the event of a second occurrence where testing has been authorized and the employee refuses the employee will be terminated. The severity of the penalty is to assure that individuals have an incentive to enter the counseling and rehabilitation program as defined by this policy.

34.3 When a positive test indicates the employee is under the influence of controlled substances, the City will require the employee to receive immediate counseling from the EAP. The employee will be required to follow the recommendations of the EAP counselor in regard to treatment. In the case that the employee is required to be tested to be in compliance with EAP recommendations, the EAP may only report to the City whether the employee "DID" or "DID NOT" comply with the EAP recommendations. Payment for long term in-house treatment or any other treatment programs will be covered subject to the terms of the insurance benefit program in effect at the time.

34.4 Employees who successfully complete treatment, submit the appropriately signed release form and sign a "Return-to-Work Agreement Form" (Appendix B) will be returned to their former position. The return-to-work agreement will have a term of two years during which the employee's continued employment is contingent upon compliance with the stated terms and conditions of the return-to-work agreement. An employee who violates the terms of the return to work agreement will be terminated.

34.5 Employees who have undergone treatment, and successfully fulfilled the terms of the return-to-work agreement will be considered to be recovering and any record of treatment will be removed from their personnel files. One subsequent dependency problem will be treated as a first occurrence subject to the treatment and return-to-work sections of this policy. Any subsequent dependency problems can result in termination of employment.

34.6 An employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so in complete confidence and without jeopardizing his/her employment with the

City, if such request is received prior to termination taken as a result of violation of this policy. The discontinuation of any involvement with drugs and alcohol is an essential requisite for participation in any treatment program.

34.7 In the event an employee is required to submit to reasonable suspicion discovery testing, and the test is negative, the City shall pay the employee two hundred dollars (\$200) as compensation for taking the test. If the test was administered in a timely manner, the City shall also provide the employee with a written apology. In addition, any work time missed as a result of waiting for test results shall be charged to administrative leave.

34.8 The City shall provide training to employees on substance abuse, substance abuse detection, intervention and treatment. This training will be provided by the EAP or other qualified provider.

34.9 There shall be no testing of bargaining unit members for promotions to positions within the bargaining unit.

34.10 DOT Drug & Alcohol Testing.

(a) Employees who are in positions in classifications which require incumbents to hold a current Commercial Driver's License (CDL) are subject to random drug and alcohol testing.

(b) The testing will conform to the requirements of the DOT and the testing laboratory.

(c) Employees who are involved in accidents are subject to drug and alcohol testing if the accident results in a citation or a fatality.

(d) An employee will be subject to drug and alcohol testing based on reasonable suspicion as observed by a supervisor who has received the required DOT training.

(e) If an employee is found to exceed the drug or alcohol levels established by the DOT, the employee will be subject to the requirements of contract Article 34, Substance Abuse Policy, specifically sections 34.4 – 34.6 unless otherwise required by the terms of the DOT regulations.

(f) If an employee tests for alcohol between .02 and .039, the employee will be removed from safety sensitive functions and will be placed on PTO or compensatory leave, subject to the employee's leave balance. The employee will be subject to one random drug and alcohol test within the three months following the date of the first test. If the employee tests negative, the employee will be considered as any other employee for random drug and alcohol testing. If the employee tests positive on this second, consecutive test, the employee will be required to be assessed through the employee assistance program. The results of the assessment will be confidential between the employee and the employee assistance program. The time spent going through the assessment and travel to and from the appointment, up to a maximum of two (2) hours, will be paid as administrative leave. The employee will be subject to one random drug and alcohol test during the three months following the second consecutive positive test of .02 to .039. If the employee again tests between .02 and .039 at the next random test, the employee will be subject to the requirements of contract Article 34, Substance Abuse Policy, specifically sections 34.4 – 34.6. If an employee is subject to this random testing procedure and is selected for random testing under the

normal procedure, the employee will be considered to have met the random testing requirements of this procedure.

(g) If an employee is picked for random testing, the employee will be eligible to utilize a City vehicle if one is available for such purpose or for mileage reimbursement for travel to and from the testing facility as if he or she were attending a City-sponsored meeting.

(h) If a positive test result is later found to be negative and the employee used accrued leave when removed from a safety-sensitive function, the employee's leave accrual balance will be restored.

ARTICLE 35 – HEALTH AND SAFETY

35.1 The City recognizes its responsibility to provide a safe working environment for its employees. To that end, the City has established a City of Beaverton Safety Committee whose membership is made up of an equal number of employer and employee representatives. Employee representatives from Operations and Maintenance, Library, Administration, Community Development and Engineering areas will be elected by the represented employees from each area.

35.2 All meetings of the Safety Committee shall be open to any City employee. Employees in attendance may participate in discussions of safety issues with approval of a majority of the members of the Safety Committee members present at the meeting.

35.3 Employees may be required to undergo an examination by a health care professional upon return to work from illness or injury in order to determine the employee's ability to perform the duties of the job. Additionally, if the City has reasonable suspicion that an employee may be unable to perform the duties of the position or to perform those duties safely, the employee may be required by the City to undergo a fitness for duty examination by a health care professional. Such examinations will be scheduled at reasonable times and intervals and performed at the City's expense.

ARTICLE 36 – LABOR/MANAGEMENT COMMITTEES

The City and the Union agree to utilize a Labor/Management committee to discuss Library issues. Such discussions include work processes and working conditions. The City and the Union shall mutually agree upon the number of Union and City representatives with a minimum of three (3) labor positions and three (3) management positions. The Committee shall meet at least quarterly at either party's request.

The City and the Union agree to utilize a Labor/Management committee to discuss issues at Public Works. Such discussions include work processes and working conditions. The City and the Union shall mutually agree upon the number of Union and City representatives with a minimum of three (3) up to a maximum of five (5) labor positions and five (5) management positions. The Committee shall meet at least quarterly at either party's request.

ARTICLE 37 – LEAVE DONATION

37.1 The City will allow employees to transfer accumulated PTO and compensatory time to a co-worker who has exhausted all accumulated leave, under the following circumstances and conditions. The receiving employee must have no documented history of abuse of leave for unscheduled absences. Leave donated will be posted to the donee's Donated Leave Bank as needed. The employee may receive and use donated leave for a maximum of six calendar months for their own serious injury or illness, to care for a seriously ill family member (as defined in Article 17.3), or for maternity or paternity leave. Donated leave can only be used for the purpose for which it was solicited. Upon the employee's request, Human Resources will send out up to two solicitations for leave donations per condition/medical issue.

37.2 An employee called to active military duty who has exhausted all available leave is eligible to receive donated leave. There is a maximum of six calendar months leave donation allowed.

37.3 Once an employee has exhausted all donated leave and entered into unpaid status, leave donations will no longer be accepted. It is the employee's responsibility to keep informed as to how many hours of donated leave they have remaining and to make a subsequent request for donations of leave if a second solicitation has not been sent out by Human Resources on the employee's behalf. Hours of leave donated from co-workers will be converted into a dollar amount and then applied to the donee's account at his/her hourly rate. Any requests for leave donation must be made through the Human Resources Department.

ARTICLE 38 – EMPLOYEE HANDBOOK

38.1 In the event of a conflict between the provisions of this Agreement and the Employee Handbook of the City of Beaverton, the provisions of this Agreement shall be deemed controlling. If a subject is not addressed by this Agreement, the Employee Handbook of the City of Beaverton shall be controlling.

38.2 Prior to implementing new Employee Handbook policies or making changes to the existing handbook policies, the City will send a copy to the Union. Such notice shall occur at least thirty (30) days prior to the date the change is to take effect. The City acknowledges that policies or changes to the Employee Handbook which are mandatory subjects of bargaining may not be implemented without proper notice to the Union.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date written below:

SERVICE EMPLOYEES INTERNATIONAL
UNION, Local 503, OPEU

By [Signature]
Heather Conroy, Executive Director

By [Signature]
Jesse Wilson

By [Signature]
Kenneth Rencher

By [Signature]
Joseph Daunt

By [Signature]
John Rhodes

By [Signature]
Ahjamu Umi, Organizer

Date 10/16/15

CITY OF BEAVERTON

By [Signature]
Dennis Doyle, Mayor

By [Signature]
Angela Moreschi

By [Signature]
Patrick O'Claire

By [Signature]
Steve Brennan

By [Signature]
Abigail Elder

Date 10/16/15

APPENDIX A – SALARY SCHEDULE

SEIU SALARY SCHEDULE – July 1, 2015 through December 31, 2015

Object Code	Class Code	Salary Grade	Category	FLSA	Classification Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
245	13111	0401S	SEIU	N	Accounting Assistant	17.78	18.67	19.61	20.58	21.62	22.70	23.83
		0401S				3081.87	3236.13	3399.07	3567.20	3747.47	3934.67	4130.53
248	13112	06S	SEIU	N	Accounting Specialist	19.41	20.38	21.39	22.47	23.59	24.78	26.01
		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
158	16001	09S	SEIU	N	Arborist Lead	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
164	16002	06S	SEIU	N	Arborist Technician	19.41	20.38	21.39	22.47	23.59	24.78	26.01
		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
29	16128	09S	SEIU	N	Case Manager	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
237	16052	09S	SEIU	N	Code Compliance Officer	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
205	16050	11S	SEIU	N	Communications Analyst	27.88	29.28	30.74	32.28	33.90	35.59	37.36
		11S				4832.53	5075.20	5328.27	5595.20	5876.00	6168.93	6475.73
243	3211	0803S	SEIU	N	Computer Service Technician	23.94	25.14	26.39	27.72	29.10	30.56	32.09
		0803S				4149.60	4357.60	4574.27	4804.80	5044.00	5297.07	5562.27
223	13114	04S	SEIU	N	Court Clerk	17.06	17.90	18.80	19.74	20.74	21.76	22.85
		04S				2957.07	3102.67	3258.67	3421.60	3594.93	3771.73	3960.67
222	13115	06S	SEIU	N	Court Clerk, Senior	19.41	20.38	21.39	22.47	23.59	24.78	26.01
		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
242	16058	08S	SEIU	N	Court Systems Specialist	22.37	23.50	24.67	25.90	27.19	28.55	29.99
		08S				3877.47	4073.33	4276.13	4489.33	4712.93	4948.67	5198.27
25	16148	10S	SEIU	N	Development Project Coordinator	25.90	27.19	28.55	29.99	31.48	33.06	34.71
		10S				4489.33	4712.93	4948.67	5198.27	5456.53	5730.40	6016.40
214	16130	08S	SEIU	N	Emergency Management Program Specialist	22.37	23.50	24.67	25.90	27.19	28.55	29.99
		08S				3877.47	4073.33	4276.13	4489.33	4712.93	4948.67	5198.27

68	16142	1001S	SEIU	N	Engineering Associate	26.66	28.00	29.39	30.87	32.41	34.03	35.73
		1001S				4621.07	4853.33	5094.27	5350.80	5617.73	5898.53	6193.20
123	4212	08S	SEIU	N	Engineering Technician 2	22.37	23.50	24.67	25.90	27.19	28.55	29.99
		08S				3877.47	4073.33	4276.13	4489.33	4712.93	4948.67	5198.27
113	4213	09S	SEIU	N	Engineering Technician 3	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
48	16131	09S	SEIU	N	Ethnic Minority Outreach Coordinator	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
197	16133	0802S	SEIU	N	Events Coordinator	23.06	24.20	25.42	26.69	28.03	29.43	30.90
		0802S				3997.07	4194.67	4406.13	4626.27	4858.53	5101.20	5356.00
156	11135	09S	SEIU	N	Facilities Maintenance Lead	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
185	11130	06S	SEIU	N	Facilities Maintenance Technician	19.41	20.38	21.39	22.47	23.59	24.78	26.01
		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
148	4210	0802S	SEIU	N	GIS Specialist	23.06	24.20	25.42	26.69	28.03	29.43	30.90
		0802S				3997.07	4194.67	4406.13	4626.27	4858.53	5101.20	5356.00
254	11216	05S	SEIU	N	Graphics Technician	18.18	19.09	20.04	21.05	22.10	23.20	24.36
		05S				3151.20	3308.93	3473.60	3648.67	3830.67	4021.33	4222.40
121	3001	11S	SEIU	N	Inspector, Building	27.88	29.28	30.74	32.28	33.90	35.59	37.36
		11S				4832.53	5075.20	5328.27	5595.20	5876.00	6168.93	6475.73
128	3002	1001S	SEIU	N	Inspector, Electrical	26.66	28.00	29.39	30.87	32.41	34.03	35.73
		1001S				4621.07	4853.33	5094.27	5350.80	5617.73	5898.53	6193.20
118	3003	1101S	SEIU	N	Inspector, Electrical Lead	28.66	30.09	31.60	33.17	34.84	36.57	38.41
		1101S				4967.73	5215.60	5477.33	5749.47	6038.93	6338.80	6657.73
124	16008	09S	SEIU	N	Inspector, Engineering Construction	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
119	16046	10S	SEIU	N	Inspector, Engineering Construction Lead	25.90	27.19	28.55	29.99	31.48	33.06	34.71
		10S				4489.33	4712.93	4948.67	5198.27	5456.53	5730.40	6016.40
129	3005	1001S	SEIU	N	Inspector, Plumbing	26.66	28.00	29.39	30.87	32.41	34.03	35.73

		1001S				4621.07	4853.33	5094.27	5350.80	5617.73	5898.53	6193.20
127	3006	1101S	SEIU	N	Inspector, Plumbing Lead	28.66	30.09	31.60	33.17	34.84	36.57	38.41
		1101S				4967.73	5215.60	5477.33	5749.47	6038.93	6338.80	6657.73
188	13132	06S	SEIU	N	Inventory Control Technician	19.41	20.38	21.39	22.47	23.59	24.78	26.01
		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
166	16012	05S	SEIU	N	Landscape Technician	18.18	19.09	20.04	21.05	22.10	23.20	24.36
		05S				3151.20	3308.93	3473.60	3648.67	3830.67	4021.33	4222.40
260	7311	08S	SEIU	N	Librarian	22.37	23.50	24.67	25.90	27.19	28.55	29.99
		08S				3877.47	4073.33	4276.13	4489.33	4712.93	4948.67	5198.27
264	16084	09S	SEIU	E	Librarian, Senior	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
269	7110	01S	SEIU	N	Library Aide 1	14.61	15.33	16.10	16.91	17.75	18.65	19.58
		01S				2532.40	2657.20	2790.67	2931.07	3076.67	3232.67	3393.87
265	7111	03S	SEIU	N	Library Aide 2	16.08	16.88	17.72	18.61	19.54	20.52	21.54
		03S				2787.20	2925.87	3071.47	3225.73	3386.93	3556.80	3733.60
270	16109	03S	SEIU	N	Library Aide - Branch	16.08	16.88	17.72	18.61	19.54	20.52	21.54
		03S				2787.20	2925.87	3071.47	3225.73	3386.93	3556.80	3733.60
261	7112	06S	SEIU	N	Library Assistant	19.41	20.38	21.39	22.47	23.59	24.78	26.01
		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
258	16086	05S	SEIU	N	Library Program Assistant	18.18	19.09	20.04	21.05	22.10	23.20	24.36
		05S				3151.20	3308.93	3473.60	3648.67	3830.67	4021.33	4222.40
263	16015	05S	SEIU	N	Library Reference Assistant	18.18	19.09	20.04	21.05	22.10	23.20	24.36
		05S				3151.20	3308.93	3473.60	3648.67	3830.67	4021.33	4222.40
195	11211	06S	SEIU	N	Mechanic 1	19.41	20.38	21.39	22.47	23.59	24.78	26.01
		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
163	11212	0701S	SEIU	N	Mechanic 2	21.35	22.41	23.53	24.70	25.94	27.24	28.59
		0701S				3700.67	3884.40	4078.53	4281.33	4496.27	4721.60	4955.60
155	11213	09S	SEIU	N	Mechanic Lead	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
225	16092	06S	SEIU	N	Permit Technician	19.41	20.38	21.39	22.47	23.59	24.78	26.01

		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
181	14310	09S	SEIU	N	Planner, Assistant	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
180	14311	10S	SEIU	N	Planner, Associate	25.90	27.19	28.55	29.99	31.48	33.06	34.71
		10S				4489.33	4712.93	4948.67	5198.27	5456.53	5730.40	6016.40
226	14230	05S	SEIU	N	Planning Technician	18.18	19.09	20.04	21.05	22.10	23.20	24.36
		05S				3151.20	3308.93	3473.60	3648.67	3830.67	4021.33	4222.40
150	16079	1101S	SEIU	N	Plans Examiner, Structural	28.66	30.09	31.60	33.17	34.84	36.57	38.41
		1101S				4967.73	5215.60	5477.33	5749.47	6038.93	6338.80	6657.73
186	16075	09S	SEIU	N	Program Coordinator	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
49	16069	09S	SEIU	N	Program Coordinator - Public Works	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
110	16132	09S	SEIU	N	Public Information Coordinator	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
176	16071	07S	SEIU	N	Public Works Equipment Operator	20.82	21.86	22.96	24.11	25.30	26.57	27.90
		07S				3608.80	3789.07	3979.73	4179.07	4385.33	4605.47	4836.00
170	16070	09S	SEIU	N	Public Works Lead	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
177	16072	06S	SEIU	N	Public Works Technician	19.41	20.38	21.39	22.47	23.59	24.78	26.01
		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
174	16134	08S	SEIU	N	Records Management Specialist	22.37	23.50	24.67	25.90	27.19	28.55	29.99
		08S				3877.47	4073.33	4276.13	4489.33	4712.93	4948.67	5198.27
132	15118	09S	SEIU	N	Sign and Marking Lead	24.10	25.30	26.57	27.90	29.28	30.75	32.29
		09S				4177.33	4385.33	4605.47	4836.00	5075.20	5330.00	5596.93
246	16082	07S	SEIU	N	Sign and Marking Technician	20.82	21.86	22.96	24.11	25.30	26.57	27.90
		07S				3608.80	3789.07	3979.73	4179.07	4385.33	4605.47	4836.00
216	16089	11S	SEIU	N	Supervising Electrician	27.88	29.28	30.74	32.28	33.90	35.59	37.36
		11S				4832.53	5075.20	5328.27	5595.20	5876.00	6168.93	6475.73
239	1112	02S	SEIU	N	Support Specialist 1	15.26	16.03	16.83	17.67	18.55	19.48	20.45

		02S				2645.07	2778.53	2917.20	3062.80	3215.33	3376.53	3544.67
221	1113	05S	SEIU	N	Support Specialist 2	18.18	19.09	20.04	21.05	22.10	23.20	24.36
		05S				3151.20	3308.93	3473.60	3648.67	3830.67	4021.33	4222.40
213	16020	06S	SEIU	N	Support Specialist 3	19.41	20.38	21.39	22.47	23.59	24.78	26.01
		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
146	4214	10S	SEIU	N	Surveyor (PLS)	25.90	27.19	28.55	29.99	31.48	33.06	34.71
		10S				4489.33	4712.93	4948.67	5198.27	5456.53	5730.40	6016.40
211	15120	11S	SEIU	N	Traffic Signal Maintenance Lead	27.88	29.28	30.74	32.28	33.90	35.59	37.36
		11S				4832.53	5075.20	5328.27	5595.20	5876.00	6168.93	6475.73
126	15119	08S	SEIU	N	Traffic Signal Maintenance Technician	22.37	23.50	24.67	25.90	27.19	28.55	29.99
		08S				3877.47	4073.33	4276.13	4489.33	4712.93	4948.67	5198.27
215	15111	03S	SEIU	N	Utility Worker	16.08	16.88	17.72	18.61	19.54	20.52	21.54
		03S				2787.20	2925.87	3071.47	3225.73	3386.93	3556.80	3733.60
133	15130	06S	SEIU	N	Water Customer Service Technician	19.41	20.38	21.39	22.47	23.59	24.78	26.01
		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
209	16026	07S	SEIU	N	Water Distribution Equipment Operator	20.82	21.86	22.96	24.11	25.30	26.57	27.90
		07S				3608.80	3789.07	3979.73	4179.07	4385.33	4605.47	4836.00
162	16027	10S	SEIU	N	Water Distribution Lead	25.90	27.19	28.55	29.99	31.48	33.06	34.71
		10S				4489.33	4712.93	4948.67	5198.27	5456.53	5730.40	6016.40
173	16029	06S	SEIU	N	Water Distribution Technician	19.41	20.38	21.39	22.47	23.59	24.78	26.01
		06S				3364.40	3532.53	3707.60	3894.80	4088.93	4295.20	4508.40
178	16078	07S	SEIU	N	Water Quality Technician	20.82	21.86	22.96	24.11	25.30	26.57	27.90

Classification title changes from previous contracts:

Old

Code services Assistant
Computer Services Technician Lead
Operations Equipment Operator
Operations Lead
Operations Technician
Program Coordinator, Vector
Sign and Marking Technician 2
Engineering Technician 4
Program Coordinator – Events

New

Code Compliance Officer
Communications Analyst
Public Works Equipment Operator
Public Works Lead
Public Works Technician
Program Coordinator – Public Works
Sign and Marketing Technician
Surveyor (PLS)
Events Coordinator

Classification title no longer being used:

Code Services Assistant
Computer Services Technician Lead
Cross Connection Inspector
Engineering Project Coordinator
Engineering Technician 1
Engineering Technician 4
Inspector, Engineering Construction Lead
Operations Equipment Operator
Operations Lead
Operations Technician
Permit Coordinator
Plans Examiner 1
Plans Reviewer – Engineering
Program Coordinator – Events
Program Coordinator – Mediation Services
Program Coordinator – Photo Radar
(switched to BPA)
Program Coordinator – Sustainability
Program Coordinator – Volunteer Services PD
Program Coordinator – Waste Reduction
Project Analyst
Sign and Marking Technician 1
Sign and Marking Technician 2
Vector Program Coordinator

APPENDIX B-RETURN-TO-WORK AGREEMENT FORM

**City of Beaverton
Service Employees International Union, Local 503
Return-to-Work Agreement Form**

As a result of identification of your drug [] alcohol [] usage through the administration of the City of Beaverton/Service Employees International Union, Local 503 Substance Abuse Agreement, your employment status has been reviewed. In lieu of termination of your employment, the City is prepared to allow you to continue in its employment provided that you meet and continue to satisfy the following conditions over a two year (24 months) period:

1. You must report for an appropriate work assignment promptly upon completion of your rehabilitation program.
2. During the course of this agreement you must promptly comply with any City request for drug or alcohol testing on a random basis.
3. You must reconfirm your commitment to comply with all aspects of the City/SEIU Substance Abuse Agreement and to refrain from the use of drugs or alcohol as per the agreement.
4. You must agree to complete any follow-up program or treatment which is deemed necessary by the rehabilitation counselors, approved by the City.
5. You must cooperate with the City in disclosing information concerning your progress in and completion of required rehabilitation program and follow-up treatments.

It is our expectation that you will accept these conditions as well as all other standards of performance and conduct which are now effective or may become effective at the City of Beaverton. If you are prepared to do so, you must sign below. If you do not sign OR if you violate any other terms listed above, you will be terminated.

I have read and understand the conditions set forth above and agree to accept them. I also recognize that the City and SEIU reserve the right to revise its Substance Abuse Policy as it deems appropriate and pledge my commitment to fully comply with the City's efforts to make its workplace safer and more productive through the enforcement of its Policy.

Employee Signature

Date

SEIU Representative (if applicable)

Date

APPENDIX C-Official Statement of Grievance Form
OFFICIAL STATEMENT OF GRIEVANCE FORM

◆ Type Or Press Hard with Ballpoint Pen ◆

Name of Grievant(s): _____

Name of Group (if applicable): _____

Job Classification: _____

Name of Agency: _____ Work Location: _____

Name of Immediate Supervisor: _____ Filed with (if other than supervisor) _____

Date Grievance Occurred or Discovered: _____

Statement of Grievance:



Be specific

Include date of occurrence

Right Violated: (*Cite articles in the contract*): _____

Remedy Requested: _____

◆ I hereby assign the above grievance to the, SEIU Local 503, OPEU, for final disposition.

◆ I authorize any representative of the, SEIU Local 503, OPEU, to examine the contents of my personnel file.

Signature of Grievant: _____ Date: _____

Grievant's Home Address: _____
Street City Zip

Telephone Numbers: _____
Work Home

Steward for this Grievance: _____
Name Work Phone

Steward's Home Address: _____
Street City Zip

SEIU Field Rep for this Grievance: _____
Name Phone

APPENDIX E-PREMIUM PAY MATRIX

PREMIUM PAY MATRIX						
To qualify for premium pay the following positions must hold at least one of the following additional certification(s):						
	E-1&2	P-1&2	B/M 1&2	E-A level	P-A level	
Position to be paid as listed	4.50%	4.50%	4.50%	9%	9%	
Building Inspector	X	X		X	X	
Electrical Inspector		X	X		X	
Plumbing Inspector	X		X	X		
Lead Plumbing Inspector	X		X	X		
Lead Electrical Inspector		X	X		X	
Plans Examiner 1				X	X	
Plans Examiner 2				X	X	
<p>In any case a 9% premium pay shall not be exceeded regardless of how many certifications are held by an employee.</p> <p>E-1&2 = Residential electrical inspector certification</p> <p>P-1&2 = Residential plumbing certification</p> <p>B/M = One or more building and mechanical inspection certifications</p> <p>E-A level = A-level electrical inspection certification</p> <p>P-A level = A-Level plumbing inspector certification</p>						

APPENDIX F-Affidavit of Marriage or Domestic Partnership
AFFIDAVIT OF MARRIAGE OR DOMESTIC PARTNERSHIP

I, (print name of employee) _____, certify that I and (print name of spouse or domestic partner) _____ (check and complete either A or B, whichever applies):

A. _____ were legally married on (date) _____ or have a Common Law Marriage recognized under Oregon Law, or

B. _____ Are not legally married to anyone and not legally separated from anyone, as defined below. For purposes of this affidavit, a "domestic partnership" is one consisting of two persons in which the members:

1. Jointly shared the same permanent residence for at least six months immediately preceding the date of this affidavit and intend to continue to do so indefinitely;
2. Have a close personal relationship with each other;
3. Are not legally married to anyone;
4. Are each eighteen years of age or older;
5. Are not related to each other by blood in a degree of kinship closer than would bar marriage in the State of Oregon;
6. Were mentally competent to contract when the domestic partnership began;
7. Are each other's sole domestic partner; and
8. Are jointly responsible for each other's common welfare including "basic living expenses." For purposes of this affidavit, "basic living expenses" means the cost of basic food, shelter, and any other expenses of a member of the domestic partnership which are paid at least in part by a program or benefit for which the partner qualified because of domestic partnership. The individuals need not contribute equally or jointly to the cost of these expenses as long as they agree that both are responsible for the cost.

Notice: Signing this affidavit may or may not have legal implications affecting relations between domestic partners. If you desire further information concerning the possible legal consequences of signing this form, please consult an attorney.

Signature-Employee

Date

Signature-Domestic Partner

Date



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.kp.org or by calling 503-813-2000 or 1-800-813-2000.

Important Questions	Answers	Why this Matters:
What is the overall deductible?	\$0	See the chart starting on page 2 for your costs for services this plan covers.
Are there other deductibles for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. \$600 Individual / \$1,200 Family.	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See www.kp.org or call 503-813-2000 or 1-800-813-2000 for a list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	Yes. Written approval is required to see most specialists.	This plan will pay some or all of the costs to see a <u>specialist</u> for covered services but only if you have the plan's permission before you see the <u>specialist</u> .
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 6. See your policy or plan document for additional information about <u>excluded services</u> .



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use **participating providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$15 per visit	Not covered	If you receive services in addition to an office visit, additional copayments or coinsurance may apply.
	Specialist visit	\$15 per visit	Not covered	If you receive services in addition to an office visit, additional copayments or coinsurance may apply.
	Other practitioner office visit	\$15 for physician-referred alternative care	Not covered	Acupuncture is limited to 12 visits per calendar year. Prior authorization required. If you receive services in addition to an office visit, additional copayments or coinsurance may apply.
	Preventive care/screening/immunization	No charge	Not covered	_____none_____
If you have a test	Diagnostic test (x-ray, blood work)	No charge	Not covered	_____none_____
	Imaging (CT/PET scans, MRIs)	No charge	Not covered	Some services may require prior authorization.

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Questions: Call 503-813-2000 or 1-800-813-2000 or visit us at www.kp.org.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 503-813-2000 or 1-800-813-2000 to request a copy.

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Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.kp.org/formulary	Generic drugs	\$15 per prescription at KP pharmacy/ \$30 per prescription mail order	Not covered	Up to 30-day supply (retail); 31-90-day supply (mail order). No charge for contraceptives (subject to formulary guidelines).
	Preferred brand drugs	\$15 per prescription at KP pharmacy/ \$30 per prescription mail order	Not covered	
	Non-preferred brand drugs	\$15 per prescription at KP pharmacy/ \$30 per prescription mail order	Not covered	Up to 30-day supply (retail); 31-90 day supply (mail order).
	Specialty drugs	\$15 per prescription at KP pharmacy/ \$15 per prescription mail order	Not covered	Up to 30-day supply (retail or mail order).
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	\$15 per visit	Not covered	_____none_____
	Physician/surgeon fees	Included in facility fee	Not covered	_____none_____
If you need immediate medical attention	Emergency room services	\$100 per visit		This cost sharing does not apply if admitted directly to the hospital as an inpatient for covered services (see "If you have a hospital stay" for inpatient cost sharing).

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Questions: Call 503-813-2000 or 1-800-813-2000 or visit us at www.kp.org.

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Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
	Emergency medical transportation	\$75 per trip		—none—
	Urgent care	\$15 per visit		Non-participating provider urgent care covered only if you are temporarily outside of our service area.
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	Not covered	Prior authorization required.
	Physician/surgeon fee	Included in facility fee	Not covered	—none—
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	Individual: \$15 per visit/ Group: \$7 per visit	Not covered	If you receive services in addition to an office visit, additional copayments or coinsurance may apply.
	Mental/Behavioral health inpatient services	No charge	Not covered	Prior authorization required.
	Substance use disorder outpatient services	Individual: \$15 per visit/ Group: \$7 per visit	Not covered	If you receive services in addition to an office visit, additional copayments or coinsurance may apply.
	Substance use disorder inpatient services	No charge	Not covered	Prior authorization required.
If you are pregnant	Prenatal and postnatal care	No charge	Not covered	After confirmation of pregnancy, for the normal series of regularly scheduled routine visits. If you receive services in addition to an office visit, additional copayments or coinsurance may apply.
	Delivery and all inpatient services	No charge	Not covered	—none—

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Questions: Call 503-813-2000 or 1-800-813-2000 or visit us at www.kp.org.

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Common Medical Event	Services You May Need	Your Cost If You Use a Participating Provider	Your Cost If You Use a Non-Participating Provider	Limitations & Exceptions
If you need help recovering or have other special health needs	Home health care	No charge	Not covered	Coverage is limited to 130 visits per year. Prior authorization required.
	Rehabilitation services	Outpatient: \$15 per visit/ Inpatient: No charge	Not covered	Coverage is limited to 20 visits per therapy per year. Prior authorization required.
	Habilitation services			Coverage is limited to neurodevelopmental disorders of early childhood. Rehabilitation limits apply. Prior authorization required.
	Skilled nursing care	No charge	Not covered	Coverage is limited to 100 days per year. Prior authorization required.
	Durable medical equipment	20% coinsurance	Not covered	Coverage is limited to items on our DME formulary. Prior authorization required.
	Hospice service	No charge	Not covered	Prior authorization required.
If your child needs dental or eye care	Eye exam	\$15 per visit	Not covered	For members age 18 and younger.
	Glasses	No charge for one pair standard frames and lenses or contact lenses every 12 months.	Not covered	For members age 18 and younger.
	Dental check-up	Not covered	Not covered	No coverage for dental checkup.

72015_1078-023_KOM_SBC-O-LG-TRAD-XX_{354962}_{C15D-CUSTOM}_6302015141844 Rev. (4/14) OLTRAD15

Questions: Call 503-813-2000 or 1-800-813-2000 or visit us at www.kp.org.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 503-813-2000 or 1-800-813-2000 to request a copy.

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Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)			
• Dental care	• Non-emergency care when traveling outside the U.S.	• Private-duty nursing	• Cosmetic surgery
• Long-term care			• Routine foot care
• Weight loss programs			
Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your cost for these services.)			
• Acupuncture (self-referred)	• Bariatric surgery	• Chiropractic care (self-referred)	• Glasses (Age 19 and older)
• Hearing aids (Adult)	• Hearing aids (Age 18 and younger)	• Infertility treatment	• Routine eye care (Age 19 and older)

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply. For more information on your rights to continue coverage, contact the plan at 503-813-2000 or 1-800-813-2000. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa; or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cco.cms.gov.

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact Kaiser Permanente at 503-813-2000 or 1-800-813-2000, or the Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally a consumer assistance program can help you file your appeal. Contact the Oregon Insurance Division, P.O. Box 14480, Salem, OR 97309-0405, 503-947-7984, <http://www.cbs.state.or.us/ins/index.html>, or cp.ins@state.or.us.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as "minimum essential coverage." This plan or policy does provide minimum essential coverage.

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). This health coverage does meet the minimum value standard for the benefits it provides.

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Questions: Call 503-813-2000 or 1-800-813-2000 or visit us at www.kp.org.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 503-813-2000 or 1-800-813-2000 to request a copy.

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Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-800-324-8010.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-800-324-8010.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码: 1-800-324-8010.

Navajo (Dine): Dinekehgo shika at'ohwol ninisingo, kwijigo holne' 1-800-324-8010.

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*—————

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Questions: Call 503-813-2000 or 1-800-813-2000 or visit us at www.kp.org.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 503-813-2000 or 1-800-813-2000 to request a copy.

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About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$7,320
- Patient pays \$220

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$0
Copays	\$20
Coinsurance	\$0
Limits or exclusions	\$200
Total	\$220

Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$4,290
- Patient pays \$1,110

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$0
Copays	\$1,000
Coinsurance	\$30
Limits or exclusions	\$80
Total	\$1,110

Total amounts above are based on subscriber only coverage.

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Questions: Call 503-813-2000 or 1-800-813-2000 or visit us at www.kp.org.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf or call 503-813-2000 or 1-800-813-2000 to request a copy.

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Questions and answers about the Coverage Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

- * **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

- * **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

- ✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

- ✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Moda Health Plan, Inc.: City of Beaverton – P250

Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 – 06/30/2016

Coverage for: Individual + Family | Plan Type: PPO



This is only a summary. If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at www.modahealth.com or by calling 1-888-217-2363.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	\$250 per person / \$750 per family. Doesn't apply to most in-network preventive care, office visits, urgent care visit, outpatient rehabilitation, alternative care or outpatient diagnostic x-rays and labs; emergency care; routine nursery care; prescription drugs; or breastfeeding support. Copayments don't count toward the <u>deductible</u> .	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet deductibles for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. \$1,250 per person / \$2,500 per family.	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, balance-billed charges, penalties for failure to obtain prior authorization and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. See www.modahealth.com or call 1-888-217-2363 for a list of participating providers.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-888-217-2363 or visit us at www.modahealth.com.

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> or call 1-888-217-2363 to request a copy.

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Moda Health Plan, Inc.: City of Beaverton – P250
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 – 06/30/2016
 Coverage for: Individual + Family | Plan Type: PPO



- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use in-network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you visit a health care provider's office or clinic	Primary care visit to treat an injury or illness	\$20 copay/visit	30% coinsurance	In-network deductible waived.
	Specialist visit	\$20 copay/visit	30% coinsurance	In-network deductible waived. Includes office visits by alternative care providers.
	Other practitioner office visit	\$20 copay/visit	30% coinsurance	Calendar year maximum of 20 visits for acupuncture, 20 visits for chiropractic care. \$500 calendar year maximum for naturopathic remedies. Plan coinsurance may apply to some services. In-network deductible waived. Not applicable to office visits by other practitioners.
	Preventive care/screening / immunization	No charge for most services. \$20 copay/visit or 10% coinsurance for remaining services.	30% coinsurance	Each type of service may be subject to limitations. In-network deductible waived for most services. A list of preventive health care benefits not subject to cost sharing can be viewed at http://www.healthcare.gov/what-are-my-preventive-care-benefits/
If you have a test	Diagnostic test (x-ray, blood work)	10% coinsurance	30% coinsurance	Include other tests such as EKG, allergy testing and sleep study. In-network deductible waived.
	Imaging (CT/PET scans, MRIs)	10% coinsurance	30% coinsurance	Prior authorization is required for many services. Failure to obtain prior authorization results in denial.

Questions: Call 1-888-217-2363 or visit us at www.modahealth.com.
 If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at <http://www.dol.gov/ebsa/pdf/SBCUniformGlossary.pdf> or call 1-888-217-2363 to request a copy.

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Moda Health Plan, Inc.: City of Beaverton – P250
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 – 06/30/2016
Coverage for: Individual + Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at www.modahealth.com	Retail Pharmacy	\$2 copay value \$15 copay generic \$30 copay brand name	\$2 copay value \$15 copay generic \$30 copay brand name	Covers up to a 30-day supply (retail prescriptions); 90 day supply (mail-order prescription). Prior authorization may be required. Mail order at exclusive mail order pharmacy only. <u>Deductible</u> waived for value medications.
	Mail Order Pharmacy	\$4 copay value \$30 copay generic \$55 copay brand name	Not covered	
	Specialty Pharmacy	\$15 copay generic \$30 copay brand name	Not covered	Covers up to a 30-day supply. Prior authorization may be required. Exclusive pharmacy only.
If you have outpatient surgery	Facility fee (e.g., ambulatory surgery center)	10% coinsurance	30% coinsurance	Prior authorization may be required to avoid a penalty of 50% up to a maximum deduction of \$2,500.
	Physician/surgeon fees	10% coinsurance	30% coinsurance	
If you need immediate medical attention	Emergency room services	\$100 copay/visit	\$100 copay/visit	Copay waived if hospital admission immediately follows. Plan coinsurance may apply to some services. <u>Deductible</u> waived.
	Emergency medical transportation	10% coinsurance	10% coinsurance	Calendar year maximum of 6 trips. \$100 copay/trip, <u>deductible</u> waived, if related to mental health or substance abuse.
	Urgent care	\$20 copay/visit	30% coinsurance. \$20 copay/visit if related to mental health or substance abuse.	<u>Deductible</u> waived when a copay applies.

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Moda Health Plan, Inc.: City of Beaverton – P250
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 – 06/30/2016
 Coverage for: Individual + Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you have a hospital stay	Facility fee (e.g., hospital room)	10% coinsurance	30% coinsurance	Prior authorization required to avoid a penalty of 50% up to a maximum deduction of \$2,500.
	Physician/surgeon fee	10% coinsurance	30% coinsurance	
If you have mental health, behavioral health, or substance abuse needs	Mental/Behavioral health outpatient services	\$20 copay/visit	30% coinsurance	In-network <u>deductible</u> waived. For other in-network outpatient services: 10% coinsurance
	Mental/Behavioral health inpatient services	10% coinsurance	30% coinsurance	Prior authorization is required for inpatient and residential services to avoid a penalty of 50% up to a maximum deduction of \$2,500.
	Substance use disorder outpatient services	\$20 copay/visit	30% coinsurance	In-network <u>deductible</u> waived. For other in-network outpatient services: 10% coinsurance
	Substance use disorder inpatient services	10% coinsurance	30% coinsurance	Prior authorization is required for inpatient and residential services to avoid a penalty of 50% up to a maximum deduction of \$2,500.
If you are pregnant	Prenatal and postnatal care	\$20 copay/visit	30% coinsurance	In-network <u>deductible</u> waived for prenatal and postnatal care. Includes voluntary abortion services rendered by a licensed and certified professional provider. <u>Deductible</u> waived for routine nursery care and breastfeeding support.
	Delivery and all inpatient services	10% coinsurance	30% coinsurance	
If you need help recovering or have other special health needs	Home health care	10% coinsurance	30% coinsurance	Prior authorization required to avoid a penalty of 50% up to a maximum deduction of \$2,500.
	Rehabilitation services	\$20 copay/visit outpatient, 10% coinsurance inpatient	30% coinsurance	Calendar year maximum of 30 days for inpatient and 30 sessions for outpatient rehabilitation. Habilitation services are limited to services that qualify under rehabilitation guidelines. In-network <u>deductible</u> waived for outpatient.
	Habilitation services	\$20 copay/visit outpatient, 10% coinsurance inpatient	30% coinsurance	
	Skilled nursing facility care	10% coinsurance	30% coinsurance	Maximum of 100 days per stay.

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Moda Health Plan, Inc.: City of Beaverton – P250
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 – 06/30/2016
Coverage for: Individual + Family | Plan Type: PPO

Common Medical Event	Services You May Need	Your Cost If You Use an In-network Provider	Your Cost If You Use an Out-of-network Provider	Limitations & Exceptions
If you need help recovering or have other special health needs (continued)	Durable medical equipment	10% coinsurance	30% coinsurance	Include items such as supplies and prosthetics. Wheelchairs subject to frequency limits. Prior authorization may be required to avoid a penalty of 50% up to a maximum deduction of \$2,500.
	Hospice service	10% coinsurance	30% coinsurance	Calendar year maximum of 12 days for inpatient care and 170 hours for respite care.
If your child needs dental or eye care	Eye exam	No charge	No charge	Benefits paid every calendar year for members under age 19. Additional exam covered under preventive care for children age 3 to 5. \$300 every calendar year for members over age 18 for combined vision services.
	Glasses	No charge	No charge	
	Dental check-up	Not covered	Not covered	none

Excluded Services & Other Covered Services:

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other excluded services.)

- | | | |
|---|--|--|
| • Bariatric surgery | • Infertility treatment | • Private-duty nursing |
| • Cosmetic surgery, except as required for certain situations | • Long-term care | • Routine foot care, with the exception for diabetes |
| • Dental care (Adult) except for accident-related injuries | • Non-emergency care when traveling outside the U.S. | • Weight loss programs |

Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)

- | | | |
|---------------|---------------------|----------------------------|
| • Acupuncture | • Chiropractic care | • Hearing aids |
| | | • Routine eye care (Adult) |

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Moda Health Plan, Inc.: City of Beaverton – P250
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 – 06/30/2016
Coverage for: Individual + Family | Plan Type: PPO

Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-888-217-2363. You may also contact your state insurance department, by calling (503) 947-7984 or the toll free message line at (888) 877-4894; by writing to the Oregon Insurance Division, Consumer Protection Unit, 350 Winter Street NE, Salem, OR 97301-3883; through the Internet at <http://www.oregon.gov/DCBS/insurance/gethelp/Pages/fileacomplaint.aspx>; or by e-mail at: cp.ins@state.or.us, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or www.dol.gov/ebsa, or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or www.cciio.cms.gov

Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact the insurer at 1-888-217-2363. You may also contact the Employee Benefits Security Administration, U.S. Department of Labor at 1-866-444-EBSA (3272) or www.dol.gov/ebsa/healthreform. Additionally, a consumer assistance program can help you file your appeal. Contact the Oregon Insurance Division at 1-888-877-4894 or www.cbs.state.or.us/external/ins/consumer/html. A list of states with Consumer Assistance Programs is available at www.dol.gov/ebsa/healthreform and <http://cciio.cms.gov/prgrams/consumer/capgrants/index.html>.

Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

Language Access Services:

SPANISH (Español): Para obtener asistencia en Español, llame al 888-786-7461

TAGALOG (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 888-873-1395

CHINESE (中文): 如果需要中文的帮助, 请拨打这个号码 888-873-1395

NAVAJO (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwijigo holne' 888-873-1395

To see examples of how this plan might cover costs for a sample medical situation, see the next page.

Questions: Call 1-888-217-2363 or visit us at www.modahealth.com.

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Moda Health Plan, Inc.: City of Beaverton – P250
Summary of Benefits and Coverage: What this Plan Covers & What it Costs

Coverage Period: 07/01/2015 – 06/30/2016
Coverage for: Individual + Family | Plan Type: PPO

About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



This is not a cost estimator.

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

Having a baby
(normal delivery)

■ Amount owed to providers:	\$7,540
■ Plan pays	\$6,370
■ Patient pays	\$1,170

Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
Total	\$7,540

Patient pays:

Deductibles	\$250
Copays	\$20
Coinsurance	\$700
Limits or exclusions	\$200
Total	\$1,170

Managing type 2 diabetes
(routine maintenance of a well-controlled condition)

■ Amount owed to providers:	\$5,400
■ Plan pays	\$4,170
■ Patient pays	\$1,230

Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
Total	\$5,400

Patient pays:

Deductibles	\$250
Copays	\$800
Coinsurance	\$100
Limits or exclusions	\$80
Total	\$1,230

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Questions and answers about the Coverage

Examples:

What are some of the assumptions behind the Coverage Examples?

- Costs don't include premiums.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network providers. If the patient had received care from out-of-network providers, costs would have been higher.

What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how deductibles, copayments, and coinsurance can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

Does the Coverage Example predict my own care needs?

≈ **No.** Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.

Does the Coverage Example predict my future expenses?

≈ **No.** Coverage Examples are not cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your providers charge, and the reimbursement your health plan allows.

Can I use Coverage Examples to compare plans?

✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.

Are there other costs I should consider when comparing plans?

✓ **Yes.** An important cost is the premium you pay. Generally, the lower your premium, the more you'll pay in out-of-pocket costs, such as copayments, deductibles, and coinsurance. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

Questions: Call 1-888-217-2363 or visit us at www.modahealth.com.

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LETTER OF AGREEMENT – TEMPORARY EMPLOYEES

This Letter of Agreement is entered into between the City of Beaverton (“the City”) and SEIU Local 503, OPEU (“the Union”).

1. The City may utilize temporary employees for special projects, seasonal work, or other temporary increases in workload due to emergency or short-term needs. Emergency and short-term needs include filling in for regular employees who are on vacation, in training and meetings, or on FMLA/OFLA, military or extended leave. Temporary employees may also be used to temporarily fill position vacancies until a regular employee can be hired into the position.
2. Temporary employees will be grouped into one of the following categories based on the purpose for which they are hired: Temp: Special Project, Temp: Seasonal, Temp: On-call, Temp: Intern, Temp: Student, or Temp: Grant-funded.
3. The City will require a hiring manager to describe in writing a temporary job to be performed, the required tasks, the program and the duration. The City agrees to number temporary positions with the exception of library on-calls. The City will classify the work and identify the program. The City will not use a temporary employee for more than 1,040 hours in a position without agreement of the Union.
4. The City shall provide the Union a report of temporary and seasonal workers within fourteen (14) calendar days of the request. The report will include temporary employee positions, position numbers, employees who have worked in those positions, and the hours each employee has worked in a position.

5. Limits on Usage of Temporary Employees

- a) Temporary employees’ involvement in a special project shall not exceed 1,040 hours, unless the Union is in agreement. Once the 1,040 hours have been exhausted for that specific project, the City may not bring in another temporary employee to work on the same project in the same program unless the Union is in agreement.
- b) Temporary employees assigned to seasonal positions may work in and return to seasonal work that occurs, terminates, and recurs year after year. Temporary employees working seasonal positions may exceed 1,040 hours as an employee of the City; however, they may not work in the same position in the same fiscal year for more than 1,040 hours and may not be used in multiple positions in the same program for more than 1,040 hours without the agreement of the Union. The Union and City agree that the following positions are seasonal. During the term of the 2015-2018 contract, additional seasonal positions may be discussed by the City and the Union.

Seasonal positions shall not be filled outside of the season to perform seasonal jobs. The City and Union will discuss the season for each job and the City will set the season. Seasonal positions shall not exceed 1,040 hours per position per season.

Job Title	Assignment	Season	Position(s)
Engineering Construction Inspector	Construction, Inspection	April-November	1
Laborer/Laborer Technician	Construction, Utilities	April-November	2
Laborer/Laborer Technician	Crack Sealing/Joint Sealing/Paving/Overlays	April-November	6
Laborer	Creek Enhancement/Pond Mowing	April-October	(2-4)
Laborer	Flower Pot Watering	May-October	2
Office Clerical Events	Mayor's Events	April-September	2
Laborer	Striping	April-November	2
Laborer/Laborer Technician	Peak Season Leaf Removal	October-January	(2-3)
Laborer	Peak Season Pruning/Mowing	May-October	1
Plans Reviewer	Plans Reviewer	February-October	1
Laborer	Post and Brush	June-October	2
Library Summer Reading	Summer Reading Program	May-August	1
Laborer	Tree Watering	May-October	1

- c) On-call temporary employees will be used to fill in for regular employees who are absent due to vacation, illness, training, meetings, any of the aforementioned leaves of absence, or to temporarily fill a vacant position. On-calls are primarily used in the Library and for inspections in CEDD, but may be used in other City departments as well. Temporary employees in on-call roles are not limited in the number of hours they work, in the departments or programs in which they work, or in the length of time they work as an on-call temporary employee. Departments may use on-call employees without limitation as long as it is within the scope of what an on-call temporary employee is to be used for. See separate Library on-call use Letter of Agreement dated August 2012 for library on-call use.
- d) The City may hire a temporary employee as an internship opportunity for a student who has been accepted into the City's Internship Program. Such opportunities are paid out of the HR Internship budget. Interns are required to be in a college or university-sponsored program. Internships are limited to 1,040 hours. The City will offer no more than eight paid internships per fiscal year.
- e) The City may hire high school or college-enrolled students working during their official school holidays/breaks in the City Attorney's Office Records Section and in Public Works Engineering for traffic counts. Students are exempt from the 1,040 hour limitation.
- f) The City may hire temporary employees to fulfill the responsibilities of a grant. The wages of temporary employees in this capacity must be funded by the grant. Grant-funded temporary employees are limited by the parameters and funding of the grant and are not limited to 1,040 hours. If a grant funded position will last longer than 1,040 hours, it will be considered a limited duration position which is a regular employee entitled to the benefits given other regular employees.

6. Union Representation

- a) Temporary employees in Temp: Seasonal categories will be members of the bargaining unit by virtue of their membership in this category. Temporary employees in all other categories will not be members of the bargaining unit.
- b) Temporary employees represented by the Union will be subject to Articles 1-6, 13, 16, 21, 23-25, 28-30, 32-36, and 38.
- c) Temporary employees represented by the Union will not be subject to Articles 7-12, 14, 15, 17, 18, 20, 26, 31, and 37 as they do not apply. Article 19 will only apply in so far as the City will pay the seasonal temporary employee one day for jury or witness duty. If the temporary employee is put on a jury for a longer period than one day or called as a witness for more than one day, the additional time will not be compensated by the city. Temporary employees are subject to the conditions of Employee Handbook Policy 6.5, with the exception of the one paid day for temporary employees. Article 22 will only apply in so far as the City will provide temporary employees with any clothing necessary to carrying out the responsibilities of the position. Article 27, Grievance Procedure, will apply to Temp: Seasonal employees with respect to any disputes regarding the meaning, interpretation or application of any of the Articles listed in Section 6b) of this Letter of Agreement.
- d) Temporary employees represented by the Union will be at-will employees (no just cause) and will be subject to having their temporary employment terminated at the discretion of the City for any reason and without recourse.

7. Compensation

- a) Temporary employees will be paid hourly based on the salary schedule for the temporary position to which the employee is assigned. Wages for temporary employees represented by the Union will be negotiated by the Union and City.
- b) Seasonal employees will accrue 1.85 hours of PTO per pay period and may carry over to different consecutive seasonal work. After 30 days of employment, seasonal employees may use accrued PTO. Once the seasonal employee is terminated, PTO will be cashed out and started over at the next seasonal position.
- c) Temporary employees will not be authorized to work any overtime if it takes away a regular Union employee's opportunity for overtime within the work unit. Temporary employees may not accrue compensatory time in lieu of actual overtime worked.
- d) The City will contribute 2% of base pay to a VEBA account on behalf of each seasonal employee. All seasonal employees will be required to participate in the VEBA.
- e) The City will provide up to \$100 per year to seasonal employees in crack sealing/joint sealing/paving/overlays and striping positions for boots. The City will provide coveralls, shirts, and personal protective equipment as appropriate to seasonal employees.

f)

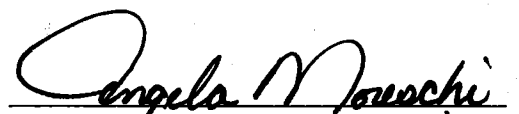
Job Title	Rate
Engineering Construction Inspector (seasonal)	\$23.33
Laborer (seasonal)	\$15.57
Laborer Technician (seasonal)	\$18.79
Library Summer Reading (seasonal)	\$17.60
Office Clerical Events (seasonal)	\$14.78
Plans Reviewer (seasonal)	\$21.66

8. This Agreement vacated ULP 20-08 Temporary Employee Settlement.

9. The Union withdrew ULP 20-12 when this Agreement initially went into effect.


10. Temporary employees hired to perform management level work are exempt from this agreement.

FOR THE CITY:


~~Nancy Bates~~, Angela Moreschi
Human Resources Director (Interim)

10/16/15
Date

FOR THE UNION:


Heather Conroy, Executive Director
SEIU Local 503, OPEU

9-28-15
Date

LETTER OF AGREEMENT – Library on-call use

This Letter of Agreement is entered into between the City of Beaverton and SEIU Local 503, OPEU.

All Library Divisions

1. The Beaverton City Library (Main and Branch) will use regular part-time and on-call staff to fill vacancies created by illnesses, vacations, medical appointments, family leave, military leave, approved extended leaves, jury duty, in-services, trainings, meetings and activities connected to trainings and meetings. This includes when lead workers or other workers take time from their regular schedule to train new employees or volunteers. Extra hours may be afforded to on-call staff so that a manager or lead worker can work with the employee for coaching or evaluative reasons.
2. Vacancies due to open positions will first be offered to regular part-time staff. On-call staff can be used if regular part-time staff does not fill the vacancy.
3. Extra hours worked by regular part-time employees will not cause them to work more than 8 hours in a day unless deemed operationally necessary by management.
4. When there is a special project or a seasonal library position, management will submit a requisition request outlining the length of the project and the duties through Human Resources and may utilize on-call workers to cover the special project or seasonal position or backfill regular staff who are covering the project. The Union will be notified when these requests are submitted.

Circulation and Branch Divisions Only

5. Management shall have the flexibility to schedule on-call workers in Circulation and Branch at times other than the scheduled hours missed within a two week period.
6. Project and seasonal work hours will be calculated separately than the hours used to cover absences in the schedule due to the reasons in paragraph #1.
7. When a regular part-time employee passes probation in the Circulation or the Branch Division, the division scheduler will ask about the employee's interest and availability in extra hours. Employees will inform their scheduler if their availability and/or interest in extra hours changes.
8. Additional hours at the Branch will be offered to part-time Branch staff first; however, exceptions can be made only to ensure that on-call staff have sufficient opportunities to keep their skills up-to-date, and to work the minimum number of hours to stay on the library roster.

9. Library management will track the absences of regular staff and the use of extra hours by on-call and regular part-time staff, and will report the data quarterly at the request of the Library Labor-Management Committee or the Union.

The number of hours worked by on-call workers backfilling regularly scheduled hours will not exceed the total number of hours that regularly scheduled workers missed due to the reasons outlined under paragraph #1 and paragraph #8. Special project and seasonal position hours are excluded from this calculation.

10. Management will assess workload issues every year during the budget preparation cycle to determine the appropriate staffing levels. Upon request by the Union, the Library Director will respond in writing within 14 days to questions about staffing levels at the Library.